

# DEPARTMENT OF GENERAL SERVICES

Isiah Leggett

County Executive

# MONTGOMERY COUNTY GOVERNMENT SOLICITATION AMENDMENT #1 IFB #1004963 – March 28, 2011

David E. Dise Director

| PAGE 1 | OF | 10 | FOR | THE | PROCU | JREN | <b>MENT</b> | OF: |
|--------|----|----|-----|-----|-------|------|-------------|-----|
|--------|----|----|-----|-----|-------|------|-------------|-----|

Furnishing of Blank and Finished Aluminum Traffic Control Signs

ALL SOLICITATION AMENDMENTS MUST BE ACKNOWLEDGED BY THE OFFEROR PRIOR TO THE HOUR AND DATE SPECIFIED IN THE SOLICITATION FOR RECEIPT OF OFFERS. YOUR FAILURE TO ACKNOWLEDGE AN AMENDMENT MAY BE CAUSE TO REJECT THE PROPOSAL.

# DESCRIPTION OF AMENDMENT:

- 1. Replace page E-5 with Revised page E-5
- 2. Replace page E-7 with Revised page E-7
- 3. Replace page 13 with Revised page 13
- 4. Replace page 16 with Revised page 16
- 5. Delete page E28
- 6. Replace page E49 with Revised page E49
- 7. Replace page E50 with Revised page E50
- 8. Replace page E51 with Revised page E51
- 9. Replace page E52 with Revised page E52

| APPLICABLE TO THIS AMENDME HEREBY INCORPORATED INTO T | NTITLED SOLICITATION AMENDMENTS IS<br>NT. THE CHANGES SET FORTH ABOVE ARE<br>HE ABOVE-CITED SOLICITATION. THE HOUR AND<br>F PROPOSALS ARE NOT EXTENDED. |
|---|---|
| ISSUED BY:  | David E. Dise, Director<br>Department of General Services   |
| NAME OF OFFEROR:                                      | V   |
| NAME AND TITLE OF PERSON<br>AUTHORIZED TO SIGN OFFER: | (Type or Print)   |
| OFFEROR'S SIGNATURE:                                  | DATE:   |
| Harris/EVH  |   |

Office of Procurement

| Item<br>Numb | <b>Description</b> er  | Estimated<br>Annual Quar | ntity     | Unit Pric                | ce     | <b>Extended Price</b> |
|--------------|--|--------------------------|-----------|--------------------------|--------|-----------------------|
| 75.          | 9" x 42"   | 80/Each                  | X         | \$                       | _/ea = | \$                    |
| 76.          | 9" x 48"   | 100/Each                 | X         | \$                       | _/ea = | \$                    |
| (b)          | PART b DELETED PER SOI                                       | LICITATION AM            | MENDMI    | ENT #1                   |        |                       |
| 77.          | ITEM DELETED PER SOLIC                                       | CITATION AME             | NDMEN     | VT #1                    |        |                       |
| 78.          | ITEM DELETED PER SOLIC                                       | CITATION AME             | ENDMEN    | VT #1                    |        |                       |
| 79.          | ITEM DELETED PER SOLIC                                       | CITATION AME             | NDMEN     | VT #1                    |        |                       |
| 80.          | ITEM DELETED PER SOLIC                                       | CITATION AME             | NDMEN     | VT #1                    |        | *                     |
| 81.          | ITEM DELETED PER SOLIC                                       | CITATION AME             | NDMEN     | VT #1                    |        |                       |
|              | acturer & Brand Name/Model#<br>list below the Recycled Conte |                          | you are o | ffering, if a            | ny:    |                       |
|              |  |                          |           | Waste Mate<br>Waste Mate |        |                       |

# Group VII - Finished Traffic Signs (Blanks With Applied Faces) (EG = Engineer Grade)

| Item<br>Number |                                | stimated<br>nnual Quantit     | y        | Unit P | rice  | Ex | tended Price |
|----------------|--------------------------------|-------------------------------|----------|--------|-------|----|--------------|
| 82.            | 6" x 12" EG                    | 100/Each                      | x        | \$     | _/ea  | =  | \$           |
| 83.            | 9" x 12" EG                    | 200/Each                      | x        | \$     | _/ea  |    | \$           |
| 84.            | 12" x 9" EG                    | 100/Each                      | X        | \$     | _ /ea | =  | \$           |
| 85.            | 12" x 18" EG                   | 1,000/Each                    | X        | \$     | _/ea  | =  | \$           |
| 86.            | 24" x 24" EG"                  | 10/Each                       | X        | \$     | _/ea  | =  | \$           |
| 87.            | 30" x 30" EG                   | 100/Each                      | X        | \$     | _/ea_ | =  | \$           |
| 88.            | 30" x 30" Pentagon (School) EG | 100/Each                      | X        | \$     | /ea   | =  | \$           |
| 89.            | .063" Thick EG per Sq. Ft.     | 50 sq.ft.<br>size as requi    | x<br>red | \$     | /sf   | =  | \$           |
| 90.            | .080" Thick EG per Sq. Ft.     | 50 sq. ft.<br>size as requir  | x<br>red | \$     | /sf   | =  | \$           |
| 91.            | .100" Thick EG per Sq. Ft.     | 100 sq. ft.                   | x        | \$     | /sf   | =  | \$           |
| 92.            | .125" Thick EG per Sq. Ft.     | 100 sq. ft.<br>size as requir | x<br>red | \$     | /sf   | =  | \$           |

| Manufacturer & Brand Name/Model#:   |   |
|---|---|
| Please list below the Recycled Content of the product you are offering, if any: | 5 |

<sup>%</sup> Post-consumer Waste Material % Pre-consumer Waste Material

| Manufa      | cturer & Brand Name/Mode                             | el #:   |   |                          |
|-------------|--|---|---|--------------------------|
| Please      | e list below the Recycled Con                        | ntent of the product  | you are offering, if a                  | ny:                      |
|             |  | <u>%</u> Po   | st-consumer Waste M                     | Iaterial (Aluminum Only) |
|             |  | <u>%</u> Pro  | e-consumer Waste Ma                     | aterial (Aluminum Only)  |
| Prices o    | quoted for Items 93 through                          | 111 are for one cold  | or screening on High                    | Intensity (HI) sheeting. |
| Optiona     | al Multicolor screening and/o                        | or Sheeting upgrade   | es: Quote per sq. ft. in                | lieu of percent.         |
| For two     | (2) color screening, add                             | _ per sq. ft. to the q  | uoted price.                            |                          |
| For thre    | ee (3) color screening, add _                        | per sq. ft. to the  | quoted price.                           |                          |
| For Dia     | mond Grade Sheeting, add _                           | per sq. ft. to th   | ne quoted High Intens                   | ity price.               |
| For VII     | Sheeting, add per sq                                 | ft. to the quoted Hig   | gh Intensity price.                     |                          |
| For Flo     | urescent Yellow or Yellow/                           | Green add \$ to   | the quoted High Inte                    | nsity price.             |
| Group I     | X - Traffic Sign and Street                          | Name Sign Moun  | ting Hardware                           |                          |
| Item        | Description  | Estimated   | Unit Price                              | <b>Extended Price</b>    |
| Number 112. | Wing Bracket for 9"                                  | Annual Quant  | - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 | \$                       |
| 112.        | Name Sign  | 200 each x  | \$/ea =                                 | Φ                        |
|             |  | eled Content of the<br>er Waste Material<br>r Waste Material    | product you are offeri                  | ng, if any:              |
| 113.        | Pipe to Sign Bracket for Flat Street Name Sign       | 200 each x  | \$/ea =                                 | \$                       |
|             |  |   | product you are offering                | ng, if any:              |
| 114.        | 45 or 90 Degree Cross<br>Bracket for Flat Street Nam |   | \$/ea =                                 | \$                       |
|             |  |   |   | ing, if any:             |
| 115.        | U-Channel Post Cap for Flat Street Name Sign         | 350 each x  | \$/ea =                                 | \$                       |
|             |  | led Content of the p<br>mer Waste Materia<br>ner Waste Material |   | ng, if any:              |
|             | ESTIMATED  | AGGREGATE BI  | <b>D</b> (Items 1 to 115)               | \$                       |

E-7 REVISED BY SOLICITATION AMENDMENT #1

package shall be marked with the size and type of sign blanks and the quantity packaged. The packages shall be securely strapped or mounted on skids.

# GROUP VI -SPECIFICATIONS FOR ALUMINUM STREET NAME SIGN BLANKS (Uncovered Blanks Only)

**ITEM** - This specification covers flat aluminum street name signs (SNS) blanks of various sizes to be used with the application of standard reflective sheeting.

**MATERIAL** - All street name sign blanks shall be 5052-H38 or approved equal aluminum alloy which shall be anodized, degreased and etched.

SIZE - Height of blanks shall be 9". Length of blanks shall be as specified, from 24" to 48" in six inch increments.

**CORNERS** – Corners shall be die cut <sup>3</sup>/<sub>4</sub>" radius Corners for Flat Blanks

**MOUNTING HOLES** - No mounting holes shall be drilled or punched.

**PACKAGING AND LABELLING** - All street name sign blanks shall be firmly packed and completely wrapped in cardboard so as to prevent damage in shipping and handling. Each package shall be marked with the size of sign blanks and quantity packaged. Same sizes shall be packed or bundled separately and all shipments shall be securely strapped and mounted on skids. The following street name sign blank sizes shall be packed in accordance with the following listing:

| Size of SNS Blank | Packaged Amount of Blanks |
|-------------------|---------------------------|
| 9" x 24"          | 20                        |
| 9" x 30"          | 20                        |
| 9" x 36"          | 20                        |
| 9" x 42"          | 10                        |
| 9" x 48"          | 10                        |

# GROUP VII & VIII -SPECIFICATIONS FOR FINISHED SIGNS (Blanks with Applied Sign Faces)

**ITEM** - This specification covers fully finished traffic signs comprised of aluminum sign blanks to which standard prescreened reflective engineer grade, high intensity, VIP or diamond grade sign faces have been applied.

**SIZES, SHAPES, AND LEGENDS** - Sizes, shapes, and legends shall be as called for on an item basis. In order to provide for cases where the County may require a sign of a size or shape that is not listed on the Quotation Sheets. Bidders must also provide prices for square footage for thickness of .063, .080, .100, and .125 for EG and HI grades on the Quotation Sheet.

MATERIALS – BLANKS - Except as otherwise specified under "Mounting Holes", blanks used to fabricate fully finished signs shall comply in all respects (thickness, type of metal, radius corners, hole punching, and all other features) with the Montgomery County Specifications for Aluminum Traffic Signs Blanks as contained elsewhere in this solicitation, and the drawings that accompany them:

**MOUNTING HOLES** - Mounting holes shall be 3/8" diameter and shall be drilled or punched in the signs in the number and exact locations as shown on the drawings on pages E29 to E48 of Attachment E. (There are different hole patterns than for uncovered sign blanks.) There are no drawing for the 6" x 12" EG sign and 18" Octagon.

Any finished sign for which no hole pattern drawing is provided shall have mounting holes as specified by the County at the time of ordering.

**MATERIALS FACES** - Faces shall be silk-screened using only the best quality "Engineer Grade." "High Intensity Grade", Visual Impact Performance (VIP) Grade or Diamond Grade reflective sheeting manufactured by the 3M

- After packing as specified above, the signs shall be packaged, wrapped, bundled, and labeled in <u>the quantities</u> <u>specified</u> and in the manner specified in the following Montgomery County Specifications for Aluminum Traffic Sign Blanks, as contained elsewhere in the bid documents.
- Packaging and shipping methods shall avoid putting the signs or faces under pressure and shall prevent movement or chafing that may cause damage during handling and shipping.
- Contractor shall ensure that packaged signs are shipped and stacked with the signs upright on their edges rather
  than flat on top of each other. <u>Note</u>: The County may deduct fee for signs received not meeting these packaging
  requirements. See Section C of this IFB.
- Contractor shall be responsible for full replacement of any signs that are damaged in shipping, at <u>no cost</u> to the County.

# GROUP IX -SPECIFICATIONS FOR STREET NAME SIGN MOUNTING BRACKETS

The purpose of this specification is to set forth the minimum design requirements for post top mounted, street light pole or signal pole or post mounted street name sign brackets, suitable for mounting aluminum street name signs with heights of 6-3/4 to 9 inches and varying lengths up to 48 inches.

# GENERAL REQUIREMENTS

- All brackets shall be cast of high strength aluminum alloy No. 380 under 400 tons of pressure with a minimum tensile strength of 49,000 psi or approved non-corrosive alternate.
- All brackets, after casting, shall be degreased, tumbled and polished to a low sheen smooth finish to assure resistance to the accumulation of dirt and weather borne deposits which might wash down upon the sign(s) and cause premature defacement of the sign(s).
- All sign slots (grooves) shall have no ruffling so as to assure level non-leaning sign installation, and shall be 7/8 inches deep.
- All necessary setscrews, etc., for attachment of the brackets shall be provided with the brackets.

**SPECIAL REQUIREMENTS** - Specific dimensions and requirements of the street name sign mounting hardware covered under this specification are as shown on the attached scale diagrams and are presented in the following order:

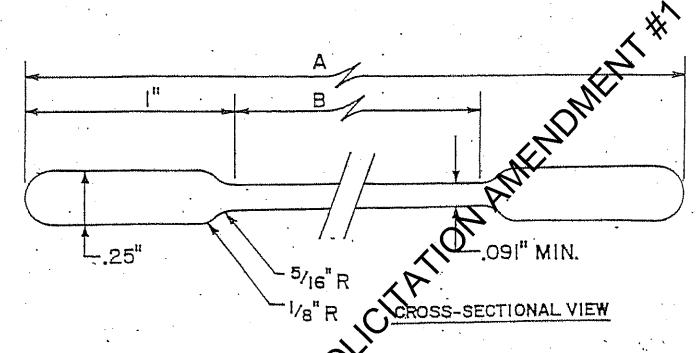
- Wing bracket for 9 inch street name sign. (See drawing on page E49 of Attachment E)
- Street Name Sign mounting bracket (pipe to sign bracket). (See drawing on page E50 of Attachment E)
- 90 degree cross bracket for flat street name sign. (See drawing on page E51 of Attachment E).
- U-Channel post cap bracket for street name sign. (See drawing on page E52 of Attachment E).

**SAMPLE** - The County reserves the right to require the submittal of a sample of the design prior to award to assure that the brackets offered meet the specifications and requirements of the purchaser. If so requested, the bidder must submit the sample with ten (10) calendar days after notification from the County. Sample must be identified with the name of the bidder, bid number, and bid item number. The sample shall be free of charge and delivered at the bidder's expense. The County will have the right to destroy, alter, or mutilate the sample in examination for specifications or performance compliance without charge from the bidder. The sample may be removed within ten (10) business days after award of the contract, or, at the County's option be retained for the life of the contract. Failure to submit a sample may cause the bidder to be considered non-responsible.

**PACKAGING AND LABELING -** Brackets and all screws, bolts, etc., shall be packaged in sturdy boxes. Each box shall contain 50 brackets and (in the same box) the necessary screws, bolts, etc., for those brackets.

**CATALOG CUTS REQUIRED - MANDATORY SUBMISSION WITH BID -** Bidders shall include descriptive literature, photos, scale drawings, etc., with their bid, or within ten (10) calendar days after notification from the county, so as to enable a comparison of the brackets offered with the specifications.

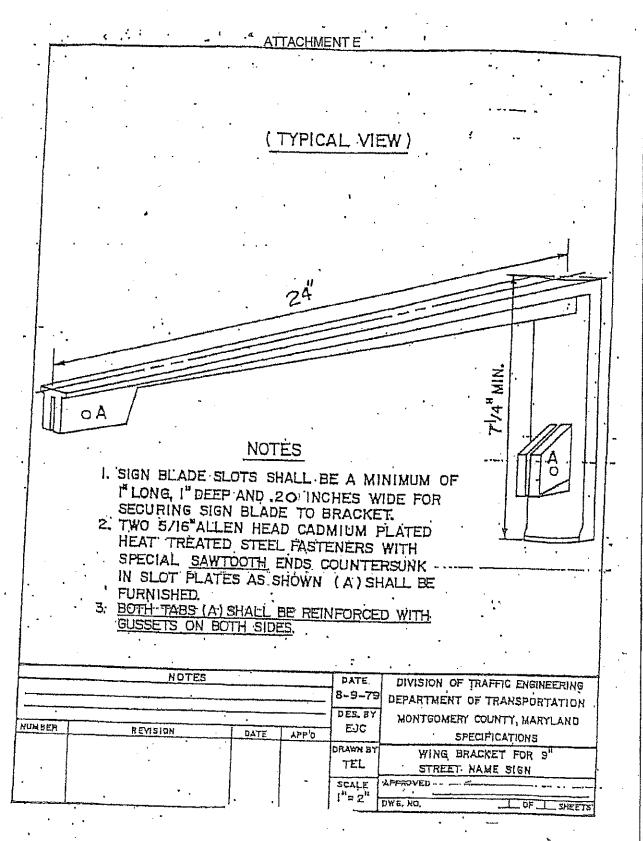
# TYPICAL SECTION



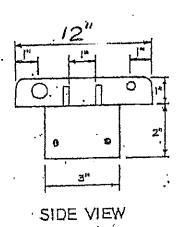
# SIGN BLANK DIMENSIONS (WHERE APPLICABLE)

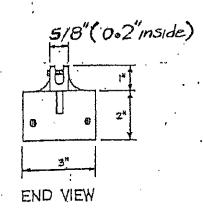
| Δ .                             | A STATE OF THE STA | ALCOA SECTION<br>HUMBER | REYNOLDS SECTION NUMBER |
|---------------------------------|--|-------------------------|-------------------------|
| 6 <sup>3</sup> /4 <sup>11</sup> | 4 <sup>3</sup> /4 <sup>11</sup>  | 74846                   | 21471                   |
| OFF.                            | 7 <sup>n</sup>   | 83779                   | 20779                   |
| GK,                             | •  |                         |                         |

| _             | <b>V</b> - |      |       |          |                                 |
|---------------|------------|------|-------|----------|---------------------------------|
| $\overline{}$ | ·NOTES     |      |       | DATE     | DIVISION OF TRAFFIC ENGINEERING |
|               |            |      |       | 8-3-79   | DEPARTMENT OF TRANSPORTATION    |
| <del></del>   |            |      |       | DES. BY  | MONTGOMERY COUNTY, MARYLAND     |
| лявея .       | REVISION   | DATE | APP'D | Elc      | SPECIFICATIONS                  |
|               |            |      |       | DRAWN BY | EXTRUDED ALUMINUM               |
| . ]           |            |      | -     | TEL      | STREET NAME SIGN                |
|               | •          |      |       | SCALE    | APPROVED                        |
| 1.            | ,          |      | •     |          | WG. NO OF SHEETS                |



# STREET NAME MOUNTING BRACKET-





# TYPICAL SECTIONS

# NOTES

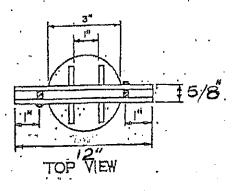
Shall be die cast of No. 380 Alloy with tensile strength of 49,000 PSI with resistance to corrosion.

The Brackets shall be smoothly finished free of holes, pits or flaws.

All brackets shall have 2 angled gussets, or ribs on each side for extra strength. All brackets shall be tapped and drilled for 4 each 5/16" zinc Dichromate plated

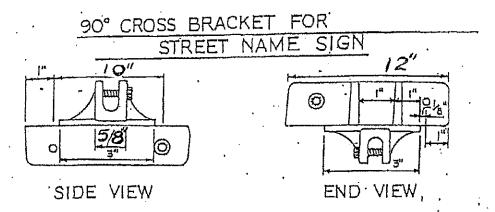
Allen type set screws having self-locking sawtooth ends.

The necessary screws shall be supplied with each bracket.



Montgomery County, Maryland Department of Transportation Division of Traffic Engineering

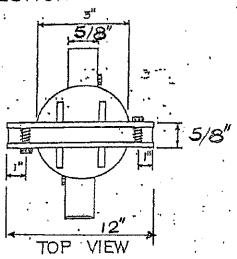
> May 1981 NO SCALE



# TYPICAL SECTIONS

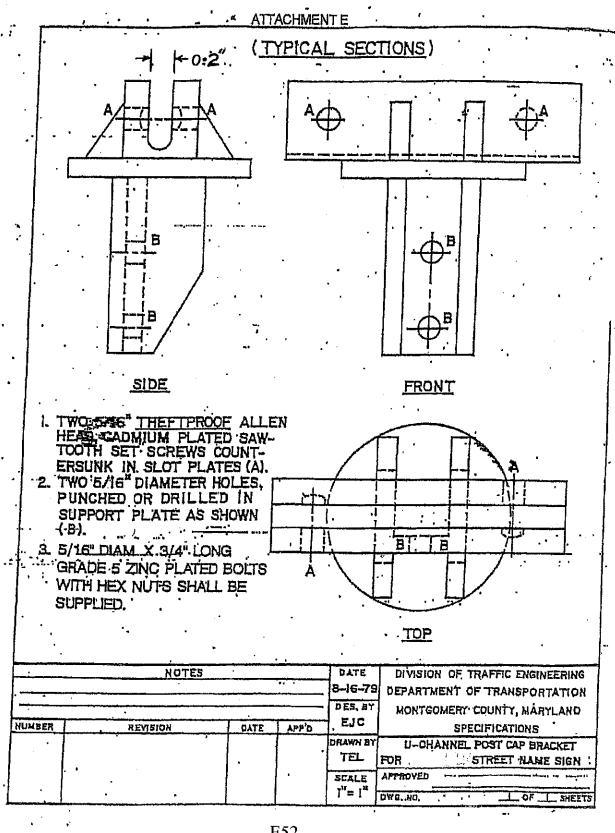
# <u>NOTES</u>

Shall be die cast of No. 380 Alloy with tensile strength of 49,000 PSI with resistance to corrosion. The Brackets shall be smoothly finished free of holes, pits, or flaws. All brackets shall have 2 angled gussets, or ribs on each side for extra strength. All brackets shall be tapped and drilled for 4 each 5/16" zinc Dichromate plated Allen type set screws having self-locking sawtooth ends. The necessary screws shall be supplied with each bracket. Set screws shall be furnished.



Montgomery County, Maryland
Department of Transportation
Division of Traffic Engineering
March 1981

· NO SCALE



E52
REVISED BY SOLICITATION AMENDMENT #1

# Local Small Business Reserve Program (LSBRP) Notice

# Invitation for Bids #1004963

for

# Furnishing of Blank and Finished Aluminum Traffic Control Signs

This solicitation is reserved for only self-certified local small businesses timely registered with the County's LSBRP. This solicitation thus comes under County Code, sections 11B-17A; 11B-65; 11B-70 and Executive Regulation 21-05AM. These documents can be accessed through the LSBRP web site at (www.montgomerycountymd.gov/LSBRP).

LSBRP criteria are based on a firm's location, ownership status, and the level of pre-existing contracts with the County. Submitting a bid constitutes willfully stating your firm is a self-certified Local Small Business. Therefore, if you wish to submit a bid for this solicitation adhering to the LSBRP, you must:

- 1. Self-certify as a LSBRP firm prior to the bid's due date. If your LSBRP self-certification is not registered prior to the bid's due date, then your bid will be deemed non-responsive and rejected and removed from consideration. Go to the LSBRP web site (www. montgomerycountymd.gov/LSBRP) and follow the instructions under "Register."
- 2. After the IFB opens and upon notification by the County, you must provide within three (3) business days the LSBRP documentation of:
  - all of its business location(s) (if more than one),
  - number of employees by location
  - annual gross revenue of the business for the past three fiscal years.

(The preferred documents are copy of a lease, Maryland Unemployment Insurance Contribution Report (summary or quarterly), and Financial Statement/Tax Returns. At the discretion of the LSBRP, an alternative type of documents might be accepted.)

If, after receipt of these documents, the LSBRP finds that your firm does not meet the LSBRP requirements, then your bid will be deemed non-responsive and rejected. For questions, contact the LSBRP (240-777-9913).

# **Notice to Bidders**

# Invitation for Bids # 1004963

for

# Furnishing of Blank and Finished Aluminum Traffic Control Signs

This solicitation may be subject to the County's Wage Requirements law for service contracts. If this solicitation is subject to this law, then Item #26, under Section A, "Services Contract", on page A, and "Wage Requirements Certification", under "Mandatory Submissions: (a) Bid Submissions," on page B, will be marked. And, in this event, the "Requirements for Services Contract Addendum" should be attached.

If this solicitation is subject to the Wage Requirements law, then the "Wage Requirements Certification" and, if applicable, the "501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form" (see forms near the end of this document), must be completed and submitted with your bid. If you fail to submit and complete the required material information on the form(s), your bid may be unacceptable under County law and may be rejected for non-responsiveness.

As noted in Attachment "C" (Section A on page C-2, <u>Wage Requirements Compliance</u>), a contractor required to comply with the Wage Requirements Law must quarterly (January, April, July, and October for the prior quarter) submit certified payroll records for all employees, and any subcontractors, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following for each employee and any subcontractors: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

Please note the information pertaining to the Wage Requirements law that is attached. Please note for services contracts, you can find the current mandatory wage rate, per hour, payable to employees under Section 11B-33A of the County Code, by going to the website (<a href="https://www.montgomerycountymd.gov">www.montgomerycountymd.gov</a>), and clicking on "Departments," "General Services," and then "Office of Procurement." Also, the Wage Requirements law ("Living Wage") is available at the same website.

# MONTGOMERY COUNTY, MARYLAND INVITATION FOR BIDS GENERAL INFORMATION

# NOTE TO POTENTIAL BIDDERS:

Your bid is to be returned in a sealed envelope that should be at least 9-1/2" x 12-1/2" in size, and is to be clearly marked with the IFB number, the Opening Date, and the Opening Time. The County will not be responsible for premature or late opening of a bid that is improperly addressed or identified. Bids must be received at the Office of Procurement, 255 Rockville Pike, Suite 180, Rockville, MD 20850-4166, prior to the date and time specified in the attached solicitation.

The County will not accept fax bids. Fax bids will be returned to the bidder.

Please note the **Name and Signature Requirements** located on the Solicitation, Bid & Award Sheet. Failure to sign your bid as required may be cause for your bid to be deemed **non-responsive**.

Please note the Mandatory Bid Submissions on Page B. The checked items must be submitted with your bid. Failure to submit the mandatory bid submissions may be cause for your bid to be deemed non-responsive.

Please note the method of award stated in this solicitation on Page A and Page 1, in Section A, Item #3.

# BID COVER SHEET

MONTGOMERY COUNTY OFFICE OF PROCUREMENT ROCKVILLE CENTER, 255 ROCKVILLE PIKE, SUITE 180 ROCKVILLE, MARYLAND 20850-4166

| IFB#: | 1004963             | OPENING DATE:      | April 4, 2011               | OPENING TIME: | 11:00 A.M.    |
|-------|---------------------|--------------------|-----------------------------|---------------|---------------|
| FOR:  | Furnishing of Blanl | k and Finished Alu | minum Traffic Control Signs | ISSUE DATE:   | March 4, 2011 |

| SEC | TIO  | N A – INSTRUCTIONS, CONDITIONS AND                        |
|-----|--|---|
|     | TICE   |   |
|     |  | ving checked (X) provisions in Section A are              |
|     |  | to this solicitation and any resulting contract.          |
| 1   | The large and polymers<br>to the property of the polymers  | BID GUARANTEE: A bid guarantee of N/A                     |
|     |  | is required for this bid.                                 |
| 2   | X  | INTENT: A. X B.   |
| 3   | X  | METHOD OF AWARD   |
|     | 25 VIII. 15  | A. X B. C D   |
|     | NEW YORK TO SEE  | E. (other)  |
|     |  |   |
|     | TANK THE CANADA  | ·   |
|     | ANALYSIS OF THE PARTY OF THE PA |   |
|     | 20, 10, 10, 10, 10, 10, 10, 10, 10, 10, 1  | 5.4   |
|     | 250 100 100 100 100 100 100 100 100 100 1  | Price preference of N/A percent.                          |
| 4   | 43 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 -   | OPTIONAL PRE-BID CONFERENCE                               |
|     | THE RESIDENCE<br>THE PROPERTY OF<br>THE PROPERTY OF  | Date: Time: Location:                                     |
|     |  |   |
| 5   | 7.210.200.00<br>7.210.200.00   | OR EQUAL INTERPRETATION                                   |
| 6   | X  | QUESTIONS:  |
|     | Tay Hamilaldia   | Technical Contact: Dan Sanayi, (240) 777-2131             |
|     | and sample of  | Non-Technical Contact: Eric V. Harris, (240) 777-<br>9922 |
| 7   | Maria de Maria de Artica de Carta de Ca | SAMPLES   |
| 26  | 200 x 15 x 16 x 16 x 2   | SERVICES CONTRACT (see "NOTICE TO                         |
| 20  |  | BIDDERS" for website of the current wage rate)            |
| 27  | Charles Company  | CONSTRUCTION CONTRACT (see                                |
|     | Ann Wiley man  | Attachment D)   |
| All | provis   | sions in the solicitation, including Section A,           |
|     |  | 8 through 25, shall be applicable to any contract         |
| awa | rded   | as result of this solicitation.                           |
|     |  |   |
|     |  |   |
| SEC | CTIO   | N B – GENERAL CONDITIONS OF                               |
| CO  | NTR/   | ACT BETWEEN COUNTY & CONTRACTOR                           |
|     |  | sions in this section shall be applicable to any          |
| con | tract a  | warded as a result of this solicitation. The correct      |
|     |  | requirements for this solicitation and resultant          |
| con | tract a  | re listed on Attachment F. These requirements             |

supercede those listed in provision 21 of the General

Conditions of Contract between County and Contractor.

### SECTION C - SPECIAL TERMS AND CONDITIONS The following checked (X) provisions shall be applicable to any contract awarded as a result of this solicitation. ADD OR DELETE ANNUAL PRICE ADJUSTMENT 2 X Commodity/Service Group: All Items CATALOG DISCOUNT PRICES CATALOG/PRICE LIST REQUIREMENTS 4 CERTIFICATE OF ORIGIN 5 CLEANING OF SITE 6 CONTRACT ADMINISTRATOR: The designated X Contract Administrator for this contract is Dan Sanayi, Department of Transportation, Division of Traffic Engineering and Operations at (240) 777-2131. CONTRACT TERM 8 $\mathbf{X}$ X A. B. Other: CONTRACT VALUE 9 10 CONTRACTOR RESPONSE CORRECTION OF WORK AFTER FINAL 11 PAYMENT CORRECTION OF WORK BEFORE FINAL 12 **PAYMENT** 13 DAMAGE/SHORTAGE 14 **DEALER STATUS** DELAYS AND EXTENSION OF TIME 15 **DELIVERY INSTRUCTIONS** 16 DEPARTMENTS AUTHORIZED TO USE 17 CONTRACT: Department of Transportation, Division of Traffic Engineering and Operations **EQUIPMENT PREPARATION** 18 19 **ESTIMATES** FAILURE TO PERFORM/DELIVER 20 21 **HEAVY DUTY**

| 22 |  | INVOICES -                                      |
|----|--|---|
|    |  | Montgomery County Maryland                      |
|    |  | Division of Traffic Engineering and Operations  |
|    | and the second second  | 100 Edison Park Drive, 4 <sup>th</sup> Floor    |
|    |  | Gaithersburg, Maryland 20878                    |
|    | Carrier Contracts  | Attn: Dan Sanayi                                |
|    |  |   |
|    |  | All true and correct copies of invoices and all |
|    |  | inquiries regarding payment must be directed to |
|    |  | the above address. Failure to comply with this  |
|    |  | requirement may delay payment.                  |
| 23 |  | LABOR COSTS                                     |
| 24 | Navelland<br>Navelland   | MANUALS   |
| 25 | X  | MATERIAL AND WORKMANSHIP                        |
| 26 | Security of the Control of the Contr | MATERIALS                                       |
| 27 | X  | METHOD OF ORDERING                              |
| 28 | 11.0000000   | MULTIPLE AWARDS                                 |
| 29 | X  | NET PRICES                                      |
| 30 | X  | NEW MATERIALS                                   |

**MANDATORY SUBMISSIONS:** 

Page E)

| 31 | 5, 000, 000, 000<br>6, 000, 000, 000   | OPTION TO INCREASE QUANTITIES                      |
|----|--|--|
| 32 | X  | ORDERING TERMS                                     |
| 33 |  | PARTS/SERVICE                                      |
| 34 |  | PAYMENTS   |
| 35 | Partition of the Control of the Cont | PERFORMANCE BOND: In the amount of                 |
|    |  | \$is required.                                     |
| 36 |  | (this provision has been intentionally left blank) |
| 37 | 7872-8983<br>91212-6983<br>5088-6983   | PROTECTION OF EXISTING FACILITIES                  |
| 38 | $\mathbf{x}$   | PURCHASE OF GOODS BY NON-PROFIT                    |
|    |  | ORGANIZATIONS                                      |
| 39 |  | PURCHASE ORDERS/JOB RELEASES                       |
| 40 | X  | QUANTITIES   |
| 41 |  | SAFETY STANDARDS                                   |
| 42 |  | SERVICE  |
| 43 |  | SITE INSPECTION – (name) (phone #)                 |
| 44 |  | TRAVEL TIME  |
| 45 |  | WARRANTY   |
| 46 | X  | OR EQUAL INTERPRETATION                            |

# a. BID SUBMISSIONS: The following checked (XX) items (each of which is described in detail in Section A, B, C, or D) and any related attachments to this solicitation must be submitted with your bid reply: \_\_\_\_\_ Current Manufacturer catalog(s) \_\_\_\_\_ Descriptive Literature \_\_\_\_\_ Other: \_\_\_\_\_ Price List(s) \_\_\_\_\_ Delivery Schedule \_\_\_\_\_ Bid Guarantee (see pages A & 1) Wage Requirements Certification (see "NOTICE TO BIDDERS" for website providing the current wage rate) and (See Attachment C) XX "SOLICITATION, BID AND AWARD SHEET" (Page E, including pages E-1 through E-8 - Quotation Sheets) Failure to submit the mandatory bid submissions may be cause for your bid to be deemed non-responsive. (Bidders Must Complete the NAME & SIGNATURE REQUIREMENTS in Part II on the Solicitation, Bid and Award Sheet,

| b. <b>AV</b>              | VARD SUBMISSIO  | <u> </u>   |  |  |   |
|---------------------------|---|--|--|--|---|
|                           | tation, must be subm                                      |  |  | A, B, C, or D) and any related county's written notification of  |   |
|                           | Financial Data  |  | Pe   | rsonnel Data   |   |
|                           | Installation Schedu                                       | les  |  | ans or Drawings  |   |
|                           | Other: as follows:  |  | Pe   | rformance Bond (See Pages B  | & 10)   |
| XX                        | Awardee must prov<br>Wage Requirement                     | vide the applicable insurance is Certification of Posting N                                      | otice  | in Attachment F. his coverage must be calculate chment B), If requested in the                               | · · · · · · · · · · · · · · · · · · ·               |
| Failu                     | re to submit informa                                      | tion in a timely manner as ir  | ndicated may be cause to con   | isider the Bidder non-responsi   | ble.  |
| The f                     | tation), are requested                                    | X) items (each of which is of to be submitted with your  | <u>bid reply</u> :   | A, B, C, or D) and any related   | d attachments to this                               |
| XX<br>XX<br>XX<br>XX      | Minority Business Minority, Female, forward as a resul    | Disabled Person Subconti<br>t of this solicitation, the pl                                       | sentation (See Attachment A  | See Attachment B) (To ensu<br>n your bid.)   | re a contract can move                              |
| XX<br>XX                  | A signed written st                                       | atement certifying that the b  |  | ty materials (see page 14)<br>, process color pastes and clea<br>ype recommended by the man                  |   |
| XX<br>XX<br>XX            | replacement provis<br>Montgomery Coun                     | atement certifying that the b<br>ions on signs fabricated fror<br>ty under this contract. (see p | m <u>both Engineer Grade and l</u> oage 15)                          | ecified field performance obli<br><u>Figh Intensity Grade</u> sheeting<br>the delivery required by the       | and supplied to                                     |
| <del></del>               | -   | REFERENCES (a  | t least three are requested  | to be submitted)   |   |
| refere<br>been p<br>goods | nces must be from indiversormed within the last provided. | viduals or firms currently being<br>st year. Names for references s                              | serviced or supplied under single shall be of individuals who direct | ovide them to the County with you<br>illar contracts, or for whom work<br>otly supervised or had direct know | of a similar scope has<br>vledge of the services or |
| (10) d                    | ays notice from the Consible or non-responsive            | unty. Failure to provide the Co  | unty with references within tha                                      | ers, you may be required to subm<br>t time frame may result in the Bio<br>esignee and the forfeiture of your | lder being ruled non-                               |
| 1.                        | Name of Firm:   |  |  |  | <u> </u>  |
|                           |   |  | · ·  |  |   |
|                           | Contact Person:   |  |  |  | •   |
| 2.                        | Name of Firm:   |  |  |  |   |
|                           |   |  | City:  |  | Zip:  |
|                           |   |  | City.  |  |   |
|                           | Contact Person:   |  |  | Phone:   |   |
| 3.                        | Name of Firm:   |  |  |  |   |

Contact Person:

City:\_

Zip:\_\_\_

ST:\_\_\_\_

# METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful Contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your bid.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

In pricing section of contract:

# BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

| YES | NO · | JURISDICTION                          | YES         | NO          | <u>JURISDICTION</u>                        |
|-----|------|---------------------------------------|-------------|-------------|--|
|     |      | Alexandria, Virginia                  |             |             | Manassas Park, Virginia                    |
|     |      | Alexandria Public Schools             |             |             | Maryland-National Capital Park & Planning  |
|     |      | Alexandria Sanitation Authority       |             |             | Commission                                 |
|     |      | Arlington County, Virginia            |             |             | Metropolitan Washington Airports Authority |
|     |      | Arlington County Public Schools       |             | •           | Metropolitan Washington Council of         |
|     |      | Bladensburg, Maryland                 |             |             | Governments                                |
|     |      | Bowie, Maryland                       | •           |             | Montgomery College                         |
|     |      | Charles County Public Schools         |             | <del></del> | Montgomery County, Maryland                |
|     |      | College Park, Maryland                | <del></del> |             | Montgomery County Public Schools           |
|     |      | Culpeper County, Virginia             |             | -           | Northern Virginia Community College        |
|     |      | District of Columbia                  |             | -           | OmniRide                                   |
|     |      | District of Columbia Courts           |             |             | Potomac & Rappahannock Transportation      |
| "   |      | District of Columbia Public Schools   |             |             | Commission                                 |
|     |      | District of Columbia Water & Sewer    |             |             | Prince George's County, Maryland           |
|     |      | Authority                             |             |             | Prince George's County Public Schools      |
|     |      | Fairfax, Virginia                     |             |             | Prince William County, Virginia            |
|     |      | Fairfax County, Virginia              |             |             | Prince William County Public Schools       |
|     |      | Fairfax County Water Authority        |             |             | Prince William County Service              |
|     |      | Falls Church, Virginia                |             |             | Authority                                  |
|     |      | Fauquier County Schools & Government, |             |             | Rockville, Maryland                        |
|     |      | Virginia                              |             |             | Spotsylvania County Schools                |
|     |      | Frederick, Maryland                   |             |             | Stafford County, Virginia                  |
|     |      | Frederick County, Maryland            |             |             | Takoma Park, Maryland                      |
|     |      | Gaithersburg, Maryland                |             |             | Upper Occoquan Sewage Authority            |
|     |      | Greenbelt, Maryland                   |             | · .         | Vienna, Virginia                           |
|     |      | Herndon, Virginia                     |             |             | Virginia Railway Express                   |
|     |      | Leesburg, Virginia                    | ***         |             | Washington Metropolitan Area Transit       |
|     |      | Loudoun County, Virginia              |             |             | Authority                                  |
|     |      | Loudoun County Public Schools         |             |             | Washington Suburban Sanitary Commission    |
|     |      | Loudoun County Sanitation Authority   |             |             | Winchester, Virginia                       |
| ·   |      | Manassas, Virginia                    |             |             | Winchester Public Schools                  |
|     |      | City of Manassas Public Schools       |             |             |  |

Vendor's Name

IFB#

1004963

# MONTGOMERY COUNTY, MARYLAND

Furnishing of Blank and Finished Aluminum Traffic Control Signs SOLICITATION, BID AND AWARD SHEET

RETURN BID TO: OFFICE OF PROCUREMENT 255 ROCKVILLE PIKE SUITE 180 ROCKVILLE, MD 20850-4166

PART I: SOLICITATION (Invitation for Bids ("IFB"))

SEALED BIDS IN ORIGINAL AND 1 COPY TO FURNISH THE SUPPLIES AND/OR SERVICES DESCRIBED ON THE ATTACHED QUOTATION SHEET(S) WLL BE RECEIVED UP TO 11:00 A.M., LOCAL TIME ON 4/4/2011. BIDS WILL BE PUBLICLY OPENED AT THE DATE AND TIME STATED.

BIDS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED TO THE BIDDER. THE FOLLOWING ARE HEREBY INCORPORATED BY REFERENCE INTO AND MADE PART OF ANY CONTRACT AWARDED. In the event of any conflict among the provisions of the bid documents, or those documents comprising the resultant Contract, the conflict must be resolved by giving precedence to the below documents in the following order:

- 1. The "General Conditions of Contract Between County and Contractor", and the "Special Terms and Conditions" shown in Sections B and C of this document,
- 2. The "Instructions, Conditions and Notices" shown in Section A of this IFB.
- 3. The specifications/scope of work shown in Section D of this document.
- 4. All solicitation amendments.
- 5. All representations and certifications listed in this document.
- 6. This "Solicitation, Bid and Award Sheet" and the attached solicitation Quotation Sheet(s).

| $\mathbf{p}_{\lambda}$ | ٩R | T | TT. | R |  |
|------------------------|----|---|-----|---|--|
|                        |    |   |     |   |  |

| The Bidder, by signing this solicitation, agrees that the County has up to 120 calendar days from the bid opening date and time in which to make an award of this           |
|---|
| solicitation. The Bidder agrees that its prices and/or discounts for all desired goods and/or services shall remain firm for the above time period prior to contract award. |
| Also, the Bidder agrees that all instructions, terms, conditions, specifications and amendments of this solicitation shall remain firm for the above time period prior to   |
| contract award.   |
| The County's Standard Payment Terms are Net 30 Days. An optional prompt payment term is not required, but may be offered conditioned on the following basis:                |
| Only a prompt payment discount conditioned on a 30-day or greater payment basis will be utilized to recalculate bid prices for method of award purposes. Prompt             |
| payment discounts may be offered on a shorter payment basis and adopted by the County at time of award, but will not be considered for method of award purposes.            |
| Outland manufact towns 9/ Not Days (places insert if our)   |

NAME AND SIGNATURE REQUIREMENTS FOR BIDS AND CONTRACTS

The correct legal business name of the bidder must be used. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State Law. The bidder's signature must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of an offer or a contract is a representation and certification by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

| AL BUSINESS NAME:  | TELEPHONE NO.:   |   |  |  |
|--|--|---|--|--|
|  | LOOP PROVIDE THE STATE OF THE S | TOLL FREE NO.:  |  |  |
| (If Remittance Address is D  | fferent from Above Address)  | FAX NO.:  |  |  |
| SSS:   |  |   |  |  |
| T OF AMENDMENTS ceipt of amendments to the ated documents numbered |  |   |  |  |
| Amendment No./Date   | NAME AND TITLE OF PERSON AUTHORIZ  | ZED TO SIGN OFFER (TYPE OR PRINT):  |  |  |
|  | SIGNATURE OF ABOVE PERSON:   | DATE:   |  |  |
|  | (If Remittance Address is Di<br>SS:<br>T OF AMENDMENTS<br>beipt of amendments to the<br>ated documents numbered  | (If Remittance Address is Different from Above Address)  SS:  T OF AMENDMENTS beight of amendments to the ated documents numbered Amendment No./Date  NAME AND TITLE OF PERSON AUTHORIC |  |  |

| PART III: AWARD     | (TO BE MADE BY THE COUNTY'S CONTRACTING OFFICER OFFICE USE ONL | <u>Y)</u> )              |
|---------------------|--|--------------------------|
| YOUR BID IS ACCEPTE | D AS TO THE FOLLOWING AND/OR AS ATTACHED TO THIS DOCUMENT:     | YOUR CONTRACT NUMBER IS: |

1004963

MONTGOMERY COUNTY, MARYLAND

PRINTED NAME OF CONTRACTING OFFICER

SIGNATURE OF CONTRACTING OFFICER

AWARD DATE

PMMD-56 Rev05/10

THIS FORM HAS BEEN APPROVED AS TO FORM AND LEGALITY BY THE OFFICE OF THE COUNTY ATTORNEY

# **QUOTATION SHEET**

The contract will be awarded to the lowest responsive bid submitted by a responsible bidder as determined by the Director, Department of General Services. The lowest bid is determined by the aggregate amount of the unit prices extended by the quantities set forth on the Quotation Sheets (estimated Aggregate Bid). Bidders must be bid each item in order to be eligible for an award.

GROUP I - Aluminum Traffic Sign Blanks (Uncovered Blanks Only) Thickness .063" Guage

| Item<br>Number | Description               | Estimated<br>Annual Quant      | ity    | Unit Price        | Extended Price                                       |
|----------------|---------------------------|--------------------------------|--------|-------------------|--|
| 1.             | 6" x 12"                  | 500 Each                       | X      | \$/ea             | = \$   |
| 2.             | 6" x 24"                  | 50 Each                        | X      | \$/ea             | = \$   |
| 3.             | 6" x 30"                  | 10 Each                        | x      | \$/ea             | = \$   |
| 4.             | 6" x 36"                  | 10 Each                        | x      | \$/ea             | = \$   |
| 5.             | 9" x 12"                  | 20 Each                        | x      | \$/ea             | = \$ <sub>************************************</sub> |
| 6.             | 9" x 30"                  | 10 Each                        | X      | \$/ea             | = \$   |
| 7.             | 9" x 42"                  | 10 Each                        | x      | \$/ea             | = \$   |
| 8.             | 9" x 48"                  | 10 Each                        | x      | \$/ea             | = \$   |
| 9.             | 12" x 9"                  | 10 Each                        | X      | \$/ea             | ı = \$   |
| 10.            | 12" x 12"                 | 10 Each                        | X      | \$/ea             | ı = \$   |
| 11.            | 12" x 18"                 | 80 Each                        | X      | \$/ea             | = \$   |
| 12             | 12" x 24"                 | 60 Each                        | X      | \$/ea             | = \$   |
| 13.            | 12" x 48"                 | 30 Each                        | x      | \$/ea             | ı = \$   |
| 14.            | 18" x 6"                  | 25 Each                        | X      | \$/ea             | \$   |
| 15             | 18" x 18"                 | 60 Each                        | X      | \$/ea             | = \$   |
| 16.            | Price per Square Foot     | 15 sq. ft.<br>Size as required | x<br>l | \$ <u>/s</u> f    | = \$   |
| Manufactu      | rer & Brand Name/Model    | #                              |        |                   |  |
| Please list    | below the Recycled Conter | nt of the product y            | ou are | offering, if any: |  |
|                |                           | % Post-co                      | nsumer | Waste Material    |  |
|                |                           | % Pre-con                      | sumer  | Waste Material    |  |

IFB #1004963 GROUP II - Aluminum Traffic Signs Blanks (Uncovered Blanks Only) Thickness .080"Guage

| Item<br>Number | Description | Estimated<br>Annual Qua | ntity      | Unit Price |                    | Extended Price                 |
|----------------|-------------|-------------------------|------------|------------|--------------------|--------------------------------|
| 17.            | 6" x 18"    | 25 Each                 | x          | \$/ea      | =                  | \$                             |
| 18.            | 12" x 36"   | 50 Each                 | x          | \$/ea      |                    | \$                             |
| 19.            | 12" x 28"   | 10 Each                 | x          | \$/ea      | =                  | \$                             |
| 20.            | 12" x 42"   | 10 Each                 | x          | \$/ea      | =                  | \$                             |
| 21.            | 15" x 21"   | 10 Each                 | x          | \$/ea      | =                  | \$                             |
| 22.            | 18" x 24"   | 100 Each                | X          | \$/ea      | =                  | \$                             |
| 23.            | 18" x 48"   | 300 Each                | x          | \$/ea      | =                  | \$                             |
| 24.            | 18" x 72"   | 20 Each                 | x          | \$/ea      | Allana             | \$                             |
| 25.            | 18" x 84"   | 20 Each                 | X          | \$/ea      | = ,                | \$                             |
| 26.            | 18" x 96"   | 20 Each                 | x          | \$/ea      | =                  | \$                             |
| 27.            | 24" x 24"   | 50 Each                 | x          | \$/ea      | =                  | \$                             |
| 28.            | 24" x 30"   | 50 Each                 | x          | \$/ea      | <u> </u>           | \$                             |
| 29.            | 24" x 36"   | 30 Each                 | x          | \$/ea      | ==                 | \$                             |
| 30.            | 24" x 48"   | 20 Each                 | x          | \$/ea      | =                  | \$                             |
| 31.            | 24" x 72"   | 10 Each                 | x          | \$/ea      | =                  | \$                             |
| 32.            | 30" x 30"   | 100 Each                | x          | \$/ea      | Million<br>Million | \$                             |
| 33.            | 30" x 36"   | 50 Each                 | x          | \$/ea      | =                  | \$                             |
| 34.            | 30" x 42"   | 50 Each                 | x          | \$/ea      | =                  | \$                             |
| 35.            | 30" x 48"   | 20 Each                 | x          | \$/ea      | =                  | посоветственного постанавления |
| 36.            | 30" x 60"   | 10 Each                 | x          | \$/ea      | =                  | \$                             |
| 37.            | 36" x 12"   | 50 Each                 | x          | \$/ea      | =                  | \$                             |
| 38.            | 36" x 24"   | 30 Each                 | x .        | \$/ea      | ==                 | \$                             |
| 39.            | 36" x 36"   | 20 Each                 | <b>x</b> . | \$/ea      | =                  | \$                             |
| 40.            | 36" x 48"   | 20 Each                 | x          | \$/ea      | =                  | \$                             |
| 41.            | 36" x 72"   | 10 Each                 | X          | \$/ea      | . <u>.</u>         | \$                             |

| 42.   | 36" x 84"            | 10 Each                    | X         | \$ | _/ea | == | \$ |
|---|----------------------|----------------------------|-----------|----|------|----|----|
| 43.   | 36" x 96"            | 10 Each                    | X         | \$ | _/ea | =  | \$ |
| 44.   | 48" x 48"            | 10 Each                    | X         | \$ | /ea  | =  | \$ |
| 45.   | Price per Square Ft. | 50 sq. ft.<br>Size as requ | x<br>ired | \$ | _/sf | =  | \$ |
| Manufacturer & Brand Name/Model #:  |                      |                            |           |    |      |    |    |
| Please list below the Recycled Content of the product you are offering, if any: |                      |                            |           |    |      |    |    |
| % Post-consumer Waste Material  |                      |                            |           |    |      |    |    |
| % Pre-consumer Waste Material   |                      |                            |           |    |      |    |    |

Group III - Aluminum Traffic Sign Blanks (Uncovered Blanks Only) Thickness .100"Guage

| Item<br>Number |                            | Estimated<br>Annual Quan   | itity      | Unit P | rice |               | Extended Price   |
|----------------|----------------------------|----------------------------|------------|--------|------|---------------|--|
| 46.            | 9" x 42"                   | 20 Each                    | x          | \$     | /ea  |               | \$   |
| 47.            | 12" x 42"                  | 40 Each                    | x          | \$     | /ea  | =             | \$   |
| 48.            | 12" x 48"                  | 100 Each                   | X          | \$     | _/ea | =             | \$   |
| 49.            | 24" x 48"                  | 20 Each                    | X          | \$     | /ea  | =             | \$   |
| 50.            | 24" x 60"                  | 20 Each                    | x          | \$     | /ea  | =             | \$   |
| 51.            | 30" x 42"                  | 50 Each                    | x          | \$     | /ea  | =             | \$   |
| 52.            | 30" x 48"                  | 20 Each                    | X          | \$     | /ea  |               | \$   |
| 53.            | 36" x 36"                  | 30 Each                    | X          | \$     | /ea  | =             | \$   |
| 54.            | 36" x 48"                  | 30 Each                    | x          | \$     | /ea  | =             | \$   |
| 55.            | 42" x 30"                  | 30 Each                    | X          | \$     | _/ea | =             | \$   |
| 56.            | 48" x 24"                  | 20 Each                    | x          | \$     | /ea  | ===           | \$   |
| 57.            | 48" x 36"                  | 30 Each                    | x          | \$     | /ea  | =             | \$   |
| 58.            | 36" x 36" x 48"<br>Pennant | 30 Each                    | · X        | \$     | /ea  | <del>==</del> | \$   |
| 59.            | Price per Square Foot      | 100 sq. ft.<br>Size as req | x<br>uired | \$     | /sf  | =             | \$ <sub>proper control contr</sub> |

| managed of the Branch remineration of the |  |
|---|--|
| Please list below the Recycled Content of | of the product you are offering, if any: |
| -   | % Post-consumer Waste Material           |
| _   | % Pre-consumer Waste Material            |

| OILOUI II   | - Aluminum Traffic Sign B   | <u>lanks (Uncov</u>                                       | <u>ered B</u>                     | <u>lanks Only</u>                           | ) I hicki                    | iess . | <u>125"Guage</u> : |
|---|---|---|-----------------------------------|---|------------------------------|--------|--------------------|
| Item  | Description 1   | Estimated   |                                   | Unit Price                                  |                              |        | Extended Pric      |
| Number  | . A   | Annual Quan   | uty                               |   |                              |        |                    |
| 60.   | 18" x 72"   | 20 Each   | X                                 | \$  | /ea                          | =      | \$                 |
| 61.   | 18" x 84"   | 20 Each   | x                                 | \$  | /ea                          | =      | \$                 |
| 62.   | 18" x 96"   | 20 Each   | X                                 | \$  | /ea                          | =      | \$                 |
| 63.   | 30" x 60"   | 10 Each   | x                                 | \$  | /ea                          | -      | \$                 |
| 64.   | 36" x 72"   | 10 Each   | X                                 | \$  | /ea                          | =      | \$                 |
| 65.   | 36" x 84"   | 10 Each   | x                                 | \$  | /ea                          | =      | \$                 |
| 66.   | 36" x 96"   | 10 Each   | x                                 | \$  | /ea                          | =      | \$                 |
| 67.   | 48" x 48"   | 10 Each   | x                                 | \$  | /ea                          | ****   | \$                 |
| 68.   | 48" x 72"   | 10 Each   | X                                 | \$  | /ea                          | =      | \$                 |
| 69.   | 48" x 96"   | 10 Each   | Х                                 | \$  | /ea                          | =      | \$                 |
| 70.   | Price per Square Foot   | 300 sq. ft.<br>Size as requi                              | x<br>red                          | \$  | /sf                          |        | \$                 |
|   | er & Brand Name/Model#:elow the Recycled Content of   | the product y   | ou are                            | offering, if                                | any:                         |        | ·                  |
|   | <br>-   |   |                                   | r Waste Ma<br>Waste Mat                     |                              |        | •<br>•             |
| Group V   |   | 1 (17)  | ou.d Di                           | onke Only                                   | Thiolen                      | ess .0 | 163" Gauge         |
| Gioup v   | <u> Aluminum Bus Stop Sign Bl</u>   | anks (Uncove  | ered bi                           | anks Omy                                    | I HICKH                      |        |                    |
| 71.   | 12" x 12"   | 400 each  | x                                 | \$  | /ea                          | =      | \$                 |
| 71.  Manufactur   | 12" x 12" er & Brand Name/Model#:   | 400 each  | X .                               | \$  | /ea                          |        | \$                 |
| 71.  Manufactur   | 12" x 12"   | 400 each  | x<br>ou are                       | \$offering, if                              | /ea<br>any:                  |        | \$                 |
| 71.<br>Manufactur                                       | 12" x 12" er & Brand Name/Model#:   | 400 each the product y % Post-co                          | x<br>ou are                       | \$  | /ea any:                     | =      | \$                 |
| 71.<br>Manufactur<br>Please list b                      | 12" x 12" er & Brand Name/Model#:   | 400 each the product y % Post-co%                         | x<br>ou are<br>onsume             | \$offering, if<br>or Waste Mat<br>Waste Mat | /ea any: aterial             |        | \$                 |
| 71.  Manufactur Please list b  Group VI -               | 12" x 12" er & Brand Name/Model#: elow the Recycled Content of  | 400 each  the product y % Post-co% Pre-co                 | ou are onsume nsumer              | \$offering, if<br>or Waste Mat<br>Waste Mat | /ea any: aterial             |        | \$                 |
| 71.  Manufactur Please list b  Group VI -               | 12" x 12" er & Brand Name/Model#: elow the Recycled Content of Aluminum Street Name Sig                           | 400 each  the product y % Post-co% Pre-co                 | ou are onsume nsumer              | \$offering, if<br>or Waste Mat<br>Waste Mat | /ea any: aterial             |        | \$                 |
| 71.  Manufactur Please list b  Group VI -  (a) Flat Alu | 12" x 12" er & Brand Name/Model#:elow the Recycled Content of Aluminum Street Name Signinium street name sign bla | 400 each  the product y  % Post-co % Pre-co gns Blanks (U | ou are onsume nsumer ncover hick) | \$offering, if<br>or Waste Mat<br>Waste Mat | /ea any: aterial erial Only) |        | \$<br>\$           |

| Description          | Estimated<br>Annual Quantity  | Unit Price  | Extended Price                               |
|----------------------|---|---|--|
| 9" x 42"             | 80/Each x   | \$/ea =   | \$   |
| 9" x 48"             | 100/Each x  | \$/ea =   | \$   |
| ed Aluminum street n | ame sign blanks   |   |  |
| 9" x 24"             | 100/Each x  | \$/ea =   | \$   |
| 9" x 30"             | 200/Each x  | \$/ea =   | \$   |
| 9" x 36"             | 200/Each x  | \$/ea =   | \$   |
| 9" x 42"             | 200/Each x  | \$/ea =   | \$   |
| 9" x 48"             | 100/Each x  | \$/ea =   | \$   |
|                      | ntent of the product you ar   | ner Waste Material  | MANY AND |
|                      | 9" x 42" 9" x 48"  ed Aluminum street n 9" x 24" 9" x 30" 9" x 36" 9" x 42" 9" x 48"  er & Brand Name/Mod | 9" x 42" 80/Each x 9" x 48" 100/Each x  2d Aluminum street name sign blanks  9" x 24" 100/Each x  9" x 30" 200/Each x  9" x 36" 200/Each x  9" x 42" 200/Each x  9" x 42" 200/Each x  9" x 48" 100/Each x  2er & Brand Name/Model#:  elow the Recycled Content of the product you ar  % Post-consum | Annual Quantity  9" x 42"                    |

# Group VII - Finished Traffic Signs (Blanks With Applied Faces) (EG = Engineer Grade)

| Item<br>Number | ■                              | Estimated<br>Annual Quantity   |        | Unit Price | Ex   | tended Price |
|----------------|--------------------------------|--------------------------------|--------|------------|------|--------------|
| 82.            | 6" x 12" EG                    | 100/Each                       | x \$   | /ea        | **** | \$           |
| 83.            | 9" x 12" EG                    | 200/Each                       | x \$   | /ea        | • =  | \$           |
| 84.            | 12" x 9" EG                    | 100/Each                       | x \$   | /ea        | =    | \$           |
| 85.            | 12" x 18" EG                   | 1,000/Each                     | x \$   | /ea        |      | \$           |
| 86.            | 24" x 24" EG"                  | 10/Each                        | x \$   | /ea        | =    | \$           |
| <b>87.</b>     | 30" x 30" EG                   | 100/Each                       | x · \$ | /ea_       | =    | \$           |
| 88.            | 30" x 30" Pentagon (School) EC | 3 100/Each                     | x \$   | /ea        | =    | \$           |
| 89.            | .063" Thick EG per Sq. Ft.     | 50 sq.ft.<br>size as require   | x \$   | /sf        | =    | \$           |
| 90.            | .080" Thick EG per Sq. Ft.     | 50 sq. ft.<br>size as require  | x \$.  | /sf        | =    | \$           |
| 91.            | .100" Thick EG per Sq. Ft.     | 100 sq. ft.                    | x \$   | S/sf       |      | \$           |
| 92.            | .125" Thick EG per Sq. Ft.     | 100 sq. ft.<br>size as require | x \$   | /sf        | =    | \$           |

| Manufacturer & Brand Name/Model#:      | · · · · · · · · · · · · · · · · · · ·    |  |
|--|--|--|
| Please list below the Recycled Content | of the product you are offering, if any: |  |

<sup>%</sup> Post-consumer Waste Material
% Pre-consumer Waste Material

| Prices quoted for Items 82 through 92 are for one color screening on Engineer Grade sheeting.  |
|--|
| Optional Multicolor screening and/or Sheeting upgrades: Quotes per sq. ft. in lieu of percent. |
| For two (2) color screening, add per sq. ft. to the quoted price.                              |
| For three (3) color screening, add per sq. ft. to the quoted price.                            |
| For Diamond Grade Sheeting, add per sq. ft. to the quoted High Intensity price.                |
| For VIP Sheeting, add per sq ft. to the quoted High Intensity price.                           |
| For Flourescent Yellow or Yellow/Green add \$ to the quoted High Intensity price.              |

# Group VIII - Finished Traffic Signs (Blanks with Applied Faces) (EG= Engineer Grade; HI = High Intensity)

| Item<br>Number |                                 | stimated<br>nnual Quantity       |         | Unit Price |       | Extended Price |
|----------------|---------------------------------|----------------------------------|---------|------------|-------|----------------|
| 93.            | 18" x 24" HI                    | 200/Each                         | x       | \$/e       | ea =  | \$             |
| 94.            | 24" x 24" HI                    | 100/Each                         | x       | \$/e       | ea =  | \$             |
| 95.            | 24" x 30" НІ                    | 300/Each                         | X       | \$/e       | ea =  | \$             |
| 96.            | 30" x 24" HI                    | 100/Each                         | x       | \$/e       | ea =  | \$             |
| 97.            | 30" x 30" HI                    | 100/Each                         | x       | \$/        | 'ea = | \$             |
| 98.            | 36" x 12" HI                    | 100/Each                         | x       | \$/e       | ea =  | \$             |
| 99.            | 36" x 24" HI                    | 10/Each                          | x       | \$/e       | ea =  |                |
| 100.           | 36" x 36" HI                    | 50/Each                          | x       | \$/        | ea =  | \$             |
| 101.           | 48" x 24" HI                    | 20/Each                          | x       | \$/e       | ea =  | \$             |
| 102.           | 18" Octagon HI                  | 100/Each                         | x       | \$/        | ea =  | \$             |
| 103.           | 24" Octagon HI                  | 300/Each                         | x       | \$/        | ea =  | \$             |
| 104.           | 30" Octagon HI                  | 300/Each                         | x       | \$/        | ea_ = | \$             |
| 105.           | 36" Octagon HI                  | 50/Each                          | X       | \$/        | ea =  | \$             |
| 106.           | 36" Triangle                    | 100/Each                         | x       | \$         | ea =  | \$             |
| 107.           | 30" Pentagon HI                 | 100/Each                         | X       | \$/        | ea =  | \$             |
| 108.           | .063" Thick HI Blank per sq. f  | t. 15 sq. ft.<br>size ås require | x<br>ed | \$/        | /sf = | \$             |
| 109.           | .80" Thick HI Blank per sq. ft. | 50 sq. ft.<br>size as requir     | x<br>ed | \$/        | /sf = | \$             |
| 110.           | .100" Thick HI Blank per sq. ft | . 100 sq. ft.<br>size as require | x<br>ed | \$/        | /sf = | \$             |
| 111.           | .125" Thick HI Blank per sq. ft | . 120 sq. ft.                    | x       | \$/        | /sf = | \$             |

| Manufa   | acturer & Brand Name/Model  | #:  |                         |                          |
|----------|---|---|-------------------------|--------------------------|
| Please   | e list below the Recycled Conto   | ent of the product  | you are offering, if a  | ny:                      |
|          |   | % Pos   | st-consumer Waste M     | [aterial (Aluminum Only  |
|          |   | <u>%</u> Pre  | e-consumer Waste Ma     | aterial (Aluminum Only)  |
| Prices o | quoted for Items 93 through 11  | 1 are for one colo  | r screening on High l   | Intensity (HI) sheeting. |
| Optiona  | al Multicolor screening and/or  | Sheeting upgrade  | s: Quote per sq. ft. in | lieu of percent.         |
| For two  | (2) color screening, add1   | per sq. ft. to the qu                                       | ioted price.            |                          |
| For thre | ee (3) color screening, add   | per sq. ft. to the o  | quoted price.           |                          |
| For Dia  | amond Grade Sheeting, add   | per sq. ft. to the  | e quoted High Intensi   | ity price.               |
|          | P Sheeting, add per sq ft.  |   |                         |                          |
| For Flo  | urescent Yellow or Yellow/Gr  | reen add \$ to  | the quoted High Inter   | nsity price.             |
| Group I  | X - Traffic Sign and Street N   | lame Sign Mount   | ting Hardware           |                          |
| Item     | Description   | Estimated   | Unit Price              | Extended Price           |
| Number   |   | Annual Quanti   | \$/ea =                 | \$                       |
| 112.     | Wing Bracket for 9"<br>Name Sign  | 200 each x  | Ф/ea —                  | Ψ                        |
| 113.     | Manufacturer & Model #:   | ed Content of the p<br>Waste Material<br>Vaste Material     |                         |                          |
|          | Flat or Extruded Street Name Sign  Manufacturer & Model #: Please list below the Recycles | er Waste Material   | roduct you are offerin  | ng, if any:              |
| 114.     | 45 or 90 Degree Cross<br>Bracket for Extruded or Flat<br>Street Name Sign                 | 350 each x  | \$/ea =                 | \$                       |
| ·        |   | ed Content of the per Waste Material<br>r Waste Material    | <u>₹</u>                | ng, if any:              |
| 115.     | U-Channel Post Cap for<br>Flat or Extruded Street<br>Name Sign                            | 350 each x.   | \$/ea =                 | \$                       |
|          |   | d Content of the p<br>er Waste Material<br>r Waste Material | -                       | ng, if any:              |
|          |   | r Waste Material  |                         | Ф                        |

# REQUIRED DELIVERY SCHEDULE

The County requires delivery of the goods or services to be made according to the schedule below. The County will evaluate equally, regarding time of delivery, bids that propose delivery of each quantity of the goods or service within the required delivery period specified below. Bids that indicate a delivery schedule exceeding the "Required" delivery time period specified will be declared non-responsive and rejected. The County may elect to award under the Bidder's proposed delivery schedule only if it offers delivery in the same or less time than the required delivery schedule. If the Bidder does not indicate its own delivery schedule, then the Bidder shall accept the required delivery schedule and it will apply to the award.

# **DELIVERY SCHEDULE**

(number of working days after receipt of a purchase order or release against a blanket purchase order)

| ITEM NO. | QTY       | DELIVERY REQUIRED BY COUNTY | BIDDER'S PROPOSED DELIVERY |
|----------|-----------|-----------------------------|----------------------------|
|          | Requested |                             |                            |
| A11      | Quantity  | 10 Working Days             | Working Days               |

# IFB #1004963 MONTGOMERY COUNTY, MARYLAND OFFICE OF PROCUREMENT

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (Numbers 1-7, 26 and 27 are subject to selection on Bid Cover Sheet)

1. BID GUARANTEE

A Bid Guarantee (Bid Bond, Certified or Treasurer's Check, or Irrevocable Letter of Credit), must be enclosed and accompany each Bid and be duly executed by the Bidder as a principle, and made payable to Montgomery County. Please see the cover sheet for the amount required for the bid guarantee for this particular bid. Bid Guarantees, other than Bid Bonds, will be returned to all except the three (3) lowest bidders within 15 days after the formal opening of Bids, and the remaining Guarantees will be returned to the three lowest bidders within 5 days after the County and the accepted Bidder(s) have executed the contract(s). If no contract has been executed within the time specified herein, the Bidder may request the return of the Bid Guarantee. The County reserves the right of approval of any instrument offered as Bid Guarantee.

### INTENT

- A. The Intent of this Invitation for Bids is to establish a Fixed Price Contract for the purchase of goods/services for Montgomery County, Maryland, as per the Terms, Conditions, Specifications and/or Scope of Work, and Quotation Sheet contained herein.
- B. The Intent of the Invitation to Bid is to establish a Time and Materials Contract(s) with a responsible Contractor(s) to complement County forces at various County facilities, as may be required and as may be directed by the Director, Department of General Services, and as called for in the SCOPE OF WORK statement(s) attached. All work shall be performed by a Specialty Contractor of established reputation who is regularly engaged in the performance of the specified work and who maintains, and makes available for this purpose, a regular force of skilled workmen.

# 3. METHOD OF AWARD

- A. The contract will be awarded to the lowest responsive bid submitted by a responsible bidder as determined by the Director, Department of General Services. The lowest bid is determined by the aggregate amount of the unit prices extended by the quantities set forth on the Quotation Sheet (Estimated Aggregate Bid). Bidders must bid each item in order to be eligible for an award.
- B. The contract will be awarded by group to the lowest responsive and responsible bidder as determined by the Director, Department of General Services. The lowest bidder is determined by the aggregate amount by group of the unit prices extended by the quantities set forth in each group on the Quotation Sheet. Bidders must bid each item within a particular group in order to be eligible for an award for the group itself.
- C. The contract will be awarded to the lowest responsive and responsible bidder as determined by the Director, Department of General Services. The lowest bidder is determined by the lowest unit price bid
- D. The contract will be awarded by line item to the lowest responsive and responsible bidder as determined by the Director, Department of General Services.
- E. The contract will be awarded by any other Method of Award as stated on the Bid Cover Sheet.

Regardless of which Method of Award is selected for this bid (items A-E), THE DIRECTOR, DEPARTMENT OF GENERAL SERVICES, reserves the right to award a contract by individual items, in the aggregate, or in any combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County.

Additionally, bidders are hereby notified that the Montgomery County Code, Section 11B-56 concerning the procurement of recycled materials and supplies is applicable to this solicitation. The Code requires, where

practicable, procurement by the County of materials and supplies recycled from solid waste, and authorizes the use of a percentage price preference. The percentage price preference for this solicitation is stated on the cover sheet of this particular bid.

Recycled Material as defined by Section 11B-56 means "material recovered from or otherwise diverted from the waste stream, including recycled paper. It includes post-consumer waste, industrial scrap material and obsolete inventories..." A percentage price preference means "the percentage by which a responsive bid from a responsible bidder whose product contains recycled materials (or a greater use of recycled materials) may exceed the lowest responsive bid submitted by a responsible bidder whose product does not contain recycled materials (or a lesser use of recycled materials)."

Bidders offering recycled products as defined by the County Code are cautioned that in order to be eligible for the price preference, the County must be aware at bid opening that the product being offered is recycled. Failure to provide specifications and/or other documentation at bid opening indicating that the product being offered is recycled may result in the bidder not receiving the price preference.

Bidders are also advised that a decision on use of a specification for a good containing recycled materials or a percentage price preference is within the sole discretion of the County and may not be appealed.

# 4. OPTIONAL PRE-BID CONFERENCE(S)

One or more optional Pre-Bid Conference(s) will be held. It is optional, though highly recommended that prospective bidders attend the pre-bid conference(s). For information regarding the date, time, and place of the conference(s), please see the cover sheet of this bid.

# 5. OR EQUAL INTERPRETATION

Identification of an item by manufacturer's name, trade name, catalog number, or reference is intended to be descriptive but not restrictive in that it is used for the purpose of describing the type, style, quality, performance and minimum specifications of the product desired, and shall not be interpreted to mean the only acceptable product. Bids on other makes and/or models will be considered provided the bidder clearly states in the spaces provided in the Quotation Sheet what is being proposed and forwards with the bid complete descriptive literature indicating the character of the article being offered and addressing all specifications of this solicitation.

The County reserves the right to accept or reject, in its sole discretion, items offered as an "equal".

# 6. QUESTIONS

All technical and non-technical questions pertaining to this Invitation for Bids should be directed to the individuals whose names are indicated on the Bid Cover Sheet.

## SAMPLES

When samples are required it will be so indicated. Samples must be submitted so as to arrive at the designated location prior to the opening of bids and must be identified with the NAME OF BIDDER, BID NUMBER AND BID ITEM NUMBER. Failure to properly identify samples may cause bid to be considered non-responsive. Samples shall be free of charge and delivered at the bidder's expense. The County will have the right to destroy, alter, or mutilate samples in examination for specification or performance compliance without charge from bidder. Samples may be removed within ten (10) days after award. Samples may at the County's option be retained for the life of any subsequent contract period.

# 8. ACCEPTANCE TIME

By submission of an offer under this solicitation, the offeror agrees that the County has 120 days of acceptance time in which to issue an award. The County reserves the right to reject as non-responsive any offer that specifies less than 120 days of acceptance time.

# 9. ALTERNATE OFFERS

Bidders must bid only one (1) product and one (1) price per bid item even though they feel they can offer more than one item that will meet the specifications. Bidders must determine for themselves which to offer. If a bidder submits more than one (1) product and/or more than one (1) price for a given bid item or items, it may be cause for the item or items bid upon to be considered non-responsive and rejected.

# 10. AWARD OR REJECTION OF BID

- A. Failure to enclose and submit requested data, surety or other documents in the sealed bid return envelope as may be requested herein may be cause for rejection of the bid.
- B. The County reserves the right to accept or reject any or all bids, or portion thereof, to waive informalities and minor irregularities and to award the Contract in the best interest of the County.
- C. Conditional or qualified bids are subject to rejection.
- D. The County reserves the right to reject the bid of a bidder who has previously failed to perform properly or to complete in a timely manner, contracts of a similar nature, or if investigation shows the bidder unable to perform the requirements of the contract.

# 11. BID PREPARATION EXPENSES

All costs incurred in the preparation and submission of bids will be borne by the bidder and shall not be incurred in anticipation of receiving reimbursement from the County.

### 12, BID PROTESTS

All protests made pursuant to this solicitation must be in writing and delivered to the Director, Department of General Services: (a) within ten (10) days after the Director, Department of General Services, publicly posts the proposed contract award, if the bidder seeks as a remedy the award of the contract or costs under 11B-36(h) of the Montgomery County Code, or (b) before the submission date for bids, if the bidder seeks as a remedy the cancellation or amendment of the solicitation. Each protest must contain a protest filing fee in the amount of \$500 (US currency); if the fee is paid by check, then the check must be made out to "Montgomery County Government". The Director, Department of General Services, may return the filing fee to the protesting bidder, if the protest is sustained. The Director, Department of General Services, must dismiss any protest not timely received.

Only a bidder who is "aggrieved" may file a protest. Aggrieved means that the bidder who is filing the protest may be eligible for an award of the contract if the protest is sustained (e.g., a fourth ranked bidder is not aggrieved unless the grounds for a protest, if sustained, would disqualify the top three ranked bidders or would require that the solicitation be reissued).

Each protest must contain the following: identification of the solicitation, the name, address and telephone number of the protesting offeror; a statement supporting that the bidder is aggrieved; and specification of <u>all</u> grounds for the protest, including submission of detailed facts and all relevant documents, citation to relevant language in the solicitation, regulations, or law relied upon; and, all other matters which the bidder contends supports the protest. The burden of production of all relevant evidence, data, and documents, and the burden of persuasion, to support the protest is on the bidder making the protest.

# 13. BID WITHDRAWAL/MODIFICATION

Bids may be withdrawn or modified upon receipt of written request received before the time specified for bid opening. Requests received after bid opening will not be considered.

# 14. BIDDER'S PAYMENT TERMS

The County will reject as non-responsive a bid under this solicitation, which is conditioned on payment of proper invoices in less than thirty (30) days. However, this does not preclude a bidder from offering a prompt payment discount for payment of proper invoices in less than thirty (30) days.

### 15 BIDS

Sealed Bids are hereby solicited, to be opened in Suite 180, Rockville Center, 255 Rockville Pike, Rockville, MD 20850, for the purchase of Supplies, Material, Equipment and/or Services in accordance with the Instructions, Terms, Conditions and Specifications and/or scope of work set forth in this Invitation. Bids are to be returned in a sealed envelope which should be at least 9 1/2" X 12 1/2" in size, and be clearly marked with the IFB number, opening date, and the opening time. Bids received after the time specified will not be considered and will be returned unopened to the bidder. The County will not be responsible for premature or late opening of bids improperly addressed or identified.

Information regarding the bid results (apparent low bidder) for this bid or any bid issued by the Montgomery County Office of Procurement, will be posted on Montgomery County's website at: <a href="http://www.montgomerycountymd.gov/content/DGS/pro/public\_awards.asp">http://www.montgomerycountymd.gov/content/DGS/pro/public\_awards.asp</a>

# 16. ERRORS IN BIDS

- A. Failure of the bidder to thoroughly understand all aspects of the Invitation for Bid before submitting the bid will not act as an excuse to permit withdrawal of the bid nor secure relief on pleas of error.
- B. The unit price will govern in the event of a discrepancy between the unit price bid and the extended price.
- C. The sum of the extended prices will govern in the event of a discrepancy between the aggregate total bid and the extended prices.
- D. The written words will govern in the event of a discrepancy between the prices written in words and the prices written in figures.

# 17. JOINT PROCUREMENT (Optional Use of the Contract)

The following entities within Montgomery County must be able to purchase directly from contracts resulting from this solicitation:

Maryland-National Capital Park & Planning Commission (M-NCPPC)
Montgomery College (MC)
Montgomery County Public Schools (MCPS)
Montgomery County Revenue Authority
Montgomery County Housing Opportunities Commission (HOC)
Washington Suburban Sanitary Commission (WSSC)
Municipalities & Special Tax Districts in Montgomery County

While this IFB is prepared on behalf of Montgomery County, it is intended to apply for the benefit of the above-named entities as though they were expressly named throughout the document. Each of these entities may purchase from the successful vendor under the same prices and services of the contract with Montgomery County, in accordance with each entity's respective laws and regulations, or an entity may choose not to procure from the successful bidder at the entity's sole discretion. If one of the above-named entities elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs that are provided in the bid. Montgomery County shall not be held liable for any costs, payments, invoices, or damages incurred by the above jurisdictions. Each jurisdiction above will be solely responsible for and contract directly with the bidder under the jurisdictions own procurement laws and regulations. ANY SPECIAL DISCOUNTS UNIQUE TO A PARTICULAR ENTITY (e.g. Montgomery County Public Schools educational discounts) SHOULD BE OFFERED TO THAT ENTITY.

# 18. MINORITY, FEMALE, DISABLED PERSON PROGRAM COMPLIANCE

Under County law this solicitation is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program. Further information regarding the County's MFD program is contained within this solicitation (see the provision entitled "Minority-Owned Business Addendum to The General Conditions of Contract between County and Contractor" and its companion document entitled "Minority, Female, Disabled Person Subcontractor Performance Plan").

19. MONTGOMERY COUNTY PROCUREMENT REGULATIONS

The Montgomery County Procurement Regulations are applicable to this solicitation and any contracts awarded pursuant to this solicitation. Of particular importance is the fact that the notice of a decision to make an award will be accomplished by a posting of the proposed contract awardee on a public list located in the Office of Procurement, Rockville Center, 255 Rockville Suite 180, Rockville, Maryland 20850. The time period for appeal contained in Section 11B-36 commences THE DAY FOLLOWING the date of the posting.

It is the responsibility of the offerors to keep informed of the current status of any proposed awardees for contracts in which they are interested, as per Section 3.2.2 of the Procurement Regulations.

Information regarding the proposed awardee(s) under this bid or any bid issued by the Montgomery County Office of Procurement, will be posted on Montgomery County's website at: www.montgomerycountymd.gov/content/DGS/pro/public\_awards.asp

# 20. NAME AND SIGNATURE REQUIREMENTS FOR BIDS AND CONTRACTS

The correct and full legal business name of the entity involved must be used on bids received and on contract(s) issued as a result of this solicitation. A trade name, i.e., a shortened or different name under which the firm does business, must not be used when the full legal name is different. Corporations must have names that comply with State law, which requires a suffix indicating the corporate status of that business (e.g., Inc., Incorporated, etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as), respectively. The signature on the bid, contract, amendment, or related correspondence must conform to the following:
All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of an offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

No bids will be accepted unless submitted in ink or typewritten. Changes made to the prices bid prior to the opening must be done legibly and initialed by the offeror making the changes.

# 21. PROMPT PAYMENT DISCOUNT TERMS

Bidders please note: Prompt payment discounts will be considered in the evaluation of your bid if the discount on payments is not conditioned on payment being made in less than thirty (30) days from receipt of invoice.

# 22. PROPRIETARY & CONFIDENTIAL INFORMATION

This is to notify prospective bidders that the County has unlimited data rights regarding bids submitted in response to its solicitations. Unlimited data rights means that Montgomery County has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by offerors in response to this or any solicitation issued by the County. However, information that is deemed to be confidential commercial or financial information as defined by the Maryland Information Act, State Government Article §10-617, will be exempted from disclosure if the submitter can show that release of such information would cause substantial competitive harm to the submitter.

It is the responsibility of the bidder to clearly identify each part of his/her offer that it believes is confidential commercial or financial information by stamping the bottom right hand corner of each pertinent page with one inch bold face letters stating the words "confidential" or "proprietary". The bidder agrees with regard to any portion of the proposal that is not stamped as proprietary or confidential that it believes, and expressly permits the County to deem it not to be proprietary or confidential.

# 23. QUALIFICATION OF BIDDERS

Bidders may be required to furnish satisfactory evidence that they are qualified dealers or manufacturers of the items listed, or regularly engaged in performing the services on which they are bidding, and in both cases maintain a regularly established place of business. An authorized representative of the County may visit any prospective Contractor's place of business to determine

ability, capacity, reliability, financial stability and other factors necessary to perform the contract.

# 24. SOLICITATION AMENDMENTS

In the event that an amendment to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed by the amendment. OFFERORS MUST ACKNOWLEDGE RECEIPT OF SUCH SOLICITATION AMENDMENTS, to the place designated, and prior to the hour and date specified in the solicitation (as amended) for receipt of offers. UNLESS A WAIVER IS GRANTED, OFFERORS THAT DO NOT TIMELY ACKNOWLEDGE RECEIPT OF SOLICITATION AMENDMENTS BY ONE OF THE FOLLOWING METHODS WILL BE REJECTED:

- (a) By returning one signed copy of the amendment either with your bid or by sending it separately to the Office of Procurement.
- (b) By acknowledging receipt of the amendment on the <u>Solicitation</u>, Bid, and <u>Award</u> sheet that is submitted.
- (c) By stating that the amendment is acknowledged in a signed letter that refers to the solicitation and amendment numbers.

A waiver may be granted by the Director, Department of General Services, if deemed to be in the County's best interest. No waiver may be granted, however, until the offeror states in writing that the offeror will be bound by any substantive changes made by the amendment to the terms of the solicitation. If an offeror desires to change an offer that has already been submitted, the change may be made by a signed letter that refers to the solicitation and amendment numbers, and which is received at the place designated, and prior to the hour and date specified in the solicitation (as amended) for receipt of offers.

# 25. VERBAL EXPLANATIONS

Verbal explanations or instructions given by a Montgomery County employee to an offeror in regard to this solicitation will not be binding on the County. Any information given to an offeror in response to a request will be furnished to all offerors as an amendment to this solicitation, if such information is deemed necessary for the preparation of bids, or if the lack of such information would be detrimental to the uninformed offerors. Such amendments only, when issued by the Director, Department of General Services, will be considered as being binding on the County.

# 26. SERVICES CONTRACT (County Code 11B-33A)

Under County law, a solicitation for a contractor to provide services is subject to the Montgomery County Code regarding compliance with certain wage requirements payable to the Contractor's employees. Additional information regarding the County's wage requirements is contained within this solicitation (see the provision entitled "Wage Requirements for Services Contracts Addendum to The General Conditions of Contract between County and Contractor'' and its companion document entitled "Wage Requirements Certification"). If Contractor fails to submit and complete the required material information on the Wage Requirements Certification form, its bid may be deemed unacceptable under County law and may be rejected for non-responsiveness.

# 27. PREVAILING WAGE (County Code §§11B-33C, and 20-75)

The prevailing wage law applies to all construction contracts. Under County law, a County financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").

An aggrieved employee is a third-party beneficiary of this Contract and the employee may by civil action recover the difference between the prevailing wage for the type of work performed and the amount actually received, with interest and a reasonable attorney's fee.

# SECTION B - GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

# ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first-tier subcontracts.

# 2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq.

# 3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The prevailing wage law (County Code §11B-33C) applies to construction contracts. Specifically, under County law, a County financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Maryland State Finance and Procurement Article, Section 13-101, et. seq.

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may be civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section. (Effective June 28, 2010).

Contractor and all of its subcontractors must provide the same benefits to an employee with a domestic partner as provided to an employee with a spouse, in accordance with County Code §11B-33D. An aggrieved employee, is a third-party beneficiary who may, by civil action, recover the cash equivalent of any benefit denied in violation of §11B-33D or other compensable damages. (Effective January 1, 2011).

### 4. ASSIGNMENTS AND SUBCONTRACTS

The contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Department of General Services. Unless performance is separately and expressly waived in writing by the Director, Department of General Services, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Department of General Services. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests.

# 5. CHANGES

The Director, Department of General Services, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Department of General Services, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

# 6. CONTRACT ADMINISTRATION

- A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Department of General Services, in writing and is authorized to:
  - (1) serve as liaison between the County and the contractor;
  - (2) give direction to the contractor to ensure satisfactory and complete performance;
  - monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
  - (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
  - (5) accept or reject the contractor's performance;
  - (6) furnish timely written notice of the contractor's performance failures to the Director, Department of General Services, and to the County Attorney, as appropriate;
  - (7) prepare required reports;
  - (8) approve or reject invoices for payment;
  - recommend contract modifications or terminations to the Director, Department of General Services;
  - (10) issue notices to proceed; and
  - (11) monitor and verify compliance with any MFD Performance Plan.
- B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

# 7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardees/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Department of General Services, access to all books, records, documents, and other supporting data in order to permit

adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

### 8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Department of General Services, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Department of General Services, for the purpose of dispute resolution. The Department Head or his/her designee, must forward to the Director, Department of General Services, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Department of General Services or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Department of General Services, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Department of General Services, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

# 9. DOCUMENTS, MATERIALS AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

# 10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

# 11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

# 12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).

- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b)
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code.

In addition, the contractor must comply with the political contribution reporting requirements currently codified under Title 14 of the Election Law, Annotated Code of Maryland.

# GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.
- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

# 14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

# 15. <u>HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE</u>

In addition to the provisions stated above in Section 3. "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health

information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

# 16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

# 17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

### 18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

# 19. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

# 20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

# 21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Department of General Services, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Thirty days written notice to the County of cancellation or material change in any of the policies is required, unless a longer period is required by applicable law. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. The Director, Department of

General Services, may waive the requirements of this section, in whole or in part.

# TABLE A. - INSURANCE REQUIREMENTS (See Paragraph #21 Under the General Conditions of Contract Between County and Contractor)

### CONTRACT DOLLAR VALUES (IN \$1,000's) Over <u>Up to 50</u> <u>Up to 100</u> <u>Up to 1,000</u> 1,000 Workers Compensation (for contractors with employees) Bodily Injury by Accident (each) 100 100 100 See Disease (policy limits) 500 500 500 Attach. Disease (each employee) 100 100 100 Commercial General Liability 300 500 1,000 See minimum combined single limit Attach. for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors Minimum Automobile Liability (including owned, hired and nonowned automobiles) Bodily Injury each person 100 250 500 See each occurrence 300 500 1,000 Attach. Property Damage each occurrence 300 300 300 Professional Liability\* 250 500 1,000 See for errors, omissions Attach. and negligent acts, per claim and aggregate, with

## Certificate Holder

one year discovery period and

maximum deductible of \$25,000

Montgomery County Maryland (Contract #)
Office of Procurement
Rockville Center
255 Rockville Pike, Suite 180
Rockville, Maryland 20850-4166

# TABLE B. - INSURANCE REQUIREMENTS (See Paragraph #21 Under the General Conditions of Contract Between County and Contractor)

|  | <u>Up to 50</u>            | <u>Up to 100</u> | <u>Up to 1.000</u> | Over<br>1,000  |
|--|----------------------------|------------------|--------------------|----------------|
| Commercial General<br>Liability minimum<br>combined single limit<br>for bodily injury and pro<br>damage per occurrence,<br>contractual liability, prer<br>and operations, independ<br>contractors, and product | including<br>nises<br>lent | 500              | 1,000              | See<br>Attach. |

# Certificate Holder

<sup>\*</sup>Professional services contracts only

Montgomery County Maryland (Contract #)
Office of Procurement
Rockville Center
255 Rockville Pike, Suite 180
Rockville, Maryland 20850-4166

# 22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

# 23. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

# 24. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the non-discrimination in employment policies and/or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

## 25. PAYMENTS

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order

or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

# 26. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

# 27. TERMINATION FOR DEFAULT

The Director, Department of General Services, may terminate the contract in whole or in part, and from time to time, whenever the Director, Department of General Services, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director, Department of General Services, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

# 28. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

# 29. TIME

Time is of the essence.

# 30. WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

# 31. WORKPLACE SAFETY

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

# THIS FORM MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.

PMMD-45. REVISED 04/01/10

# SECTION C - SPECIAL TERMS AND CONDITIONS

(Subject to selection on Bid Cover Sheet)

# 1. ADD OR DELETE

During the contract term, the County shall have the right to add or delete facilities to be served as may be considered necessary or desirable.

In the event the facilities are added (except as provided herein), a mutually acceptable price for the routine service will be negotiated in a manner consistent with the contract terms. No payment will be made for facilities deleted.

## 2. ANNUAL PRICE ADJUSTMENT

Prices quoted are firm for a period of one year after execution of the contract. Any request for a price adjustment, after this one year period, is subject to the following:

- Approval or rejection by the Director, Department of General Services or designee.
- Must be submitted in writing to the Director, Department of General Services, and accompanied by supporting documentation justifying the Contractor's request. A request for any price adjustment may not be approved unless the contractor submits to the County sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services to the County under the contract terms
- Must be submitted sixty (60) days prior to the contact expiration date, if the contract is being amended.
- ♦ May not be approved in an amount that exceeds the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request must not exceed the CPI for all urban consumers issued for the Washington-Baltimore, DC-MD-VA-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS.
- The County will approve only one price adjustment for each contract term, if a price adjustment is approved.
- Should be effective sixty (60) days from the date of receipt of the contractor's request.
- Must be executed by written contract amendment.

### 3. CATALOG DISCOUNT PRICES

Prices are to be quoted in terms of <u>Percentage Discount from a Current Price List</u>, inclusive of all charges for delivery as specified herein. "List" shall be manufacturer's published catalogs and price lists and/or Contractor's own published catalogs and price lists. Sources of "List Prices" are to be clearly described in the attached Quotation Sheet. Dealer list price plus added up percentage amounts are acceptable, provided they are clearly stated on the Quotation Sheet.

Price increases as may be reflected in newly published price lists will be honored upon notification in writing and approval of the Director, Department of General Services. The discount quoted shall remain firm for the entire contract period.

# 4. CATALOGS/PRICE LIST REQUIREMENTS

It will be the responsibility of the successful Contractor to provide current, complete manufacturer's catalogs including current styles, models, numbers, and latest published price lists within ten (10) working days of written notification of the County's intent to award a contract. Such material must be provided before finalization of any documents.

Should the vendor fail to provide such materials, the County may consider the bidder as non-responsive and proceed with award of contract to next lowest responsive bidder.

# 5. CERTIFICATE OF ORIGIN

Certificate of origin must be submitted with delivery of units. Units delivered without Certificate of Origin and Owner Warranty will not be accepted.

# 6. CLEANING OF SITE

The Contractor shall at all times, keep the premises free from accumulation of waste materials or rubbish caused by the work performed. Upon completion of the work, waste materials, rubbish, and tools, equipment, machinery and surplus materials shall be removed from and about the project (job). All building surfaces and work areas are to be left "broom clean."

# 7. CONTRACT ADMINISTRATOR

A Contract Administrator shall be designated by the Director, Department of General Services or authorized representative. Along with the duties and responsibilities outlined in provision #6 – Contract Administration of the General Condition of Contract Between County & Contractor, the Contract Administrator shall be responsible for:

A. Inspecting all items delivered and authorizing payment upon acceptance.

The designated Contract Administrator is named on the Bid Cover Sheet.

### CONTRACT TERM

- A. The term of the contract is for one (1) year from the date of signature by the Director, Department of General Services. Before the contract term ends, the Director may (but is not required to) renew this contract, if the Director determines that renewal is in the best interests of the County. Contractor's satisfactory performance does not guarantee renewal of this Contract. The Director may exercise this option to renew for two (2) additional one-year periods.
- B. The contract term shall be for the period of time as stated on the Bid Cover Sheet.

# 9. CONTRACT VALUE

This is a Requirements Contract for providing a readily available source to serve at the County's discretion for the services specified. The estimated annual expenditure for such requirements as stated in the SCOPE OF WORK represents only the County's best estimates, and is not to be taken as a guarantee of any specific dollar expenditure.

In addition, any jobs estimated to exceed \$15,000.00 will not normally be performed under this contract and, instead, may be subjected individually to competitive bidding procedures. Such determination will be made by the Director, Department of General Services, when determined to be in the County's best interest.

# 10. CONTRACTOR RESPONSE

In an emergency situation, the Director, Department of General Services, or a designated representative may place a call, day or night, against this contract and the Contractor shall respond within a two (2) hour period to effect repairs/replacement as required. This provision will be used only during a Civil Defense Operation or when any of the County's vital services are impaired, such as those of the Fire, Police, or Health Departments, or Detention Center. The County will have a representative on the project that will be responsible for advising the Contractor of the problem, and signing off on the Contractor's record of time and materials. The Contractor shall provide a phone number for emergency use outside normal business hours. In other than an emergency situation as described above, the Contractor is expected to respond within a twenty-four (24) hour period to calls for service.

# 11. CORRECTION OF WORK AFTER FINAL PAYMENT

The Contractor shall remedy any defects due to faulty material or workmanship. The County shall give notice of observed defects with reasonable promptness.

# 12. CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor shall promptly remove from the premises all work condemned by the County as failing to conform to the contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute condemned work in accordance with the contract and without expense to the County and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

# 13. DAMAGE/SHORTAGE

The County will not accept any new units until all damage has been repaired and factory shortages have been received. The County shall not be liable for any equipment delivered which is damaged, short components, or is not fully prepared for service.

# 14. DEALER STATUS

Bidders, by offering quotations herein, certify that they are current authorized dealers in good status for all quoted manufacturers. Manufacturer's written certification of dealer status must be provided within fifteen (15) working days if so requested by the County at any time during the contract period. Should the Contractor lose dealer status at any time during the contract period for any contracted items, that portion of the contract will automatically be cancelled with no further obligation by the County.

# 15. DELAYS AND EXTENSION OF TIME

If the Contractor is delayed at any time in the delivery of Supplies, Material, Equipment and/or Services by any act or neglect of any separate Contractor employed by the County, or by changes ordered in the Supplies, Materials, Equipment and Services, or by strikes, lockouts, fires, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the County, the County shall decide the extent of such delay or the justification of any other delay, then the time of completion shall be extended for such reasonable time as the County may decide.

# 16. DELIVERY INSTRUCTIONS

The materials should be delivered on skids to the Sign and Marking Shop located at:

1283 Seven Locks Road, Building "E", Rockville MD 20854.

The County will supply personnel and a forklift to remove skids from truck. If the items are not delivered on skids, the contractors must supply personnel to move signs to a designated place.

All deliveries are to be scheduled and coordinated with Ron Heffner at 301-279-1391. Forty Eight hours advance notice is required for all deliveries. Deliveries shall not be scheduled earlier than 7:00 A.M. or later than 12:00 noon. Deliveries after that time will be refused by the County.

Bidders attention is directed to special packaging requirements contained in the specifications section. Deliveries not packaged as per the specifications will be refused by the County.

# 17. DEPARTMENTS AUTHORIZED TO USE CONTRACT

The primary user of this contract will be the Department named on the Bid Cover Sheet. This agency is authorized to use their own internal Job Release System and Financial Department methods. All other users of this contract must route their usage through THE CONTRACTING OFFICER, or designee. Contractors are cautioned not to perform work for any other than the primary user without written authorization from the Director, Department of General Services, usually in the form of a Purchase Order.

## 18. EQUIPMENT PREPARATION

New vehicles/equipment service and preparation, as recommended by the manufacturer, shall be completed by the successful bidder prior to delivery. Equipment delivered shall be prepared and ready for the designed and intended service use.

No dealer identification is to be affixed to any new units.

# 19. ESTIMATES

Prior to the commencement of work on any requirements, the Contract Administrator and the Contractor will prepare an "Estimate to Complete" containing the following:

- A. Brief description of the work to be performed.
- B. Number of labor hours and types of labor.
- C. Material cost estimate.
- D. Estimated completion date.

All estimates must be signed and dated by the Contract Administrator and the Contractor, and reference the contract number. A copy of the estimate must be sent to THE DIRECTOR, DEPARTMENT OF GENERAL SERVICES, labeled "File with Contract."

# 20. FAILURE TO PERFORM/DELIVER

In the event of a Contractor's failure to comply with the established delivery schedule, the County reserves the right to make an open market purchase of the required materials and/or services, and to charge as damages, the difference between the established price and the actual cost incurred by the

County and to collect such charges from the Contractor, from any money due under this contract, or any other contract with the County. Alternatively, the County may assess liquidated damages at the rate of 1% per day of the cost of such item or service for each day of delay beyond the established delivery date.

# 21. HEAVY DUTY

The term "heavy duty" shall be interpreted to mean, "the item shall be designed for unusual strain and/or severe service."

### 22 INVOICES

All true and corrected invoices are to be sent to the Contract Administrator or the person named on the Bid Cover Sheet.

### 23. LABOR COSTS

The labor costs for other than normal straight time shall be billed to the County in accordance with labor agreements or the effective company policy. Said labor costs shall be adjusted to reflect only those actual costs paid or accrued by the Contractor and shall include the same rate percent (%) of profit as is included in the straight time labor rate.

### 24. MANUALS

Successful bidder shall provide a minimum of two (2) copies of Operator's Manuals and one (1) copy each of Shop Manual and Parts Manual to be furnished upon delivery of the units.

# 25. MATERIAL AND WORKMANSHIP

The work shall be under the general direction of the Contractor but subject to the inspection of the Contract Administrator or the authorized representative, who may require the Contractor to correct defective workmanship and materials without cost to the County.

All material and practices which are necessary, or which are normally provided and performed in order to accomplish the desired results, shall be furnished by the Contractor at the bid price and shall conform in strength, quality of material, appearance, and workmanship to that usually provided by the trade.

# 26. MATERIALS

The County reserves the right to furnish any or all materials for work under this contract. Normally, the Contractor will furnish required materials. Materials supplied by the Contractor shall be at <a href="Contractor's Cost">Contractor's Cost</a> including, if appropriate, material handling costs as part of material costs, shall include only costs clearly excluded from the Labor Hour rate. Material handling cost may include all appropriate indirect costs allocated to direct materials in accordance with the Contractor's usual accounting procedures. Contractor's charges for materials shall be based on established Catalog or List Price in effect when material is furnished, less all applicable discounts and in no event shall the price exceed the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

# 27. METHOD OF ORDERING

It is the intention of the County to issue written purchase orders or blanket purchase order(s) to the contractor. If blanket purchase order(s) is/are issued, written individual releases against such blanket order(s) will be made by the using agency as required. Issuance of all purchase orders will be contingent upon appropriation of funds by the Montgomery County Council and encumbrance of such funds after July 1 of each year, as provided by the Montgomery County Code.

# 28. MULTIPLE AWARDS

In the event of multiple awards resulting from this solicitation, the contract period will approximate one (1) year, as it is the County's intent that all contracts awarded under this solicitation terminate on the same date.

## 29. NET PRICES

Prices are net, inclusive of all charges for transportation FOB Destination, freight Prices are net, inclusive of all charges for transportation, FOB Destination, Freight pre paid and allowed and all other charges necessary for the performance of work as outlined herein. No travel time will be paid. Prices are less Federal, State, and Local taxes.

# 30. NEW MATERIALS

Unless this contract specifies otherwise, the Contractor represents that the supplies and components are new and are not of such age or so deteriorated as to impair their usefulness or safety.

# 31. OPTION TO INCREASE QUANTITIES

Montgomery County reserves the right, at its option, to increase the quantities for any item awarded, not to exceed 100% of the quantities shown on the IFB Quotation Sheet. The County reserves the right to purchase additional units within the date shown by the bidder on the IFB Quotation Sheet, or within six (6) months of the date that the initial award is made, whichever is later. The Contractor agrees to accept such increases at the same unit prices as provided in the initial contract for the initial quantities. No guarantee of purchases of any specific quantity or total dollar amount is made. In addition, all purchases are contingent upon the appropriate fiscal funding.

# 32. ORDERING TERMS

Orders placed before, but delivered after the effective termination date of the contract, are to be honored with all terms, conditions and prices of the contract in effect until the final delivery is made and accepted by the County.

# 33. PARTS/SERVICE

To best serve the needs and interests of Montgomery County, it is the intention of these specifications to secure bids only on units which can be efficiently maintained and serviced without the necessity of the County stocking expensive parts, or being subject to the inconvenience of frequent and/or long periods of interrupted service due to non-availability of parts. Bidders shall specify nearest location of parts depots from which parts may be obtained at any time during the day or night.

### 34. PAYMENTS

Payment shall be made upon submission of invoices in four (4) copies on a monthly basis, by the first day of the month, for all work performed during the previous month. Invoices are to be supported by records of "Time and Material", with the approval signature of the Contract Administrator (or designee). Material prices shall be subject to verification. A copy of paid receipts for material/equipment used or installed for each job performed shall be submitted with invoice only when material purchased for a specific job is of a major cost and when such record is requested by the Director, Department of General Services.

# 35. PERFORMANCE BOND

No contract shall exist until the County receives a duly executed Performance Bond (or Certified or Treasurers Check or Irrevocable Letter of Credit) prepared on an approved form in the amount indicated on the Bid Cover Sheet. The bond must be made payable to Montgomery County, as security for the faithful performance of the contract and having as surety thereon such surety company or companies as are acceptable to the County and as are authorized to transact business in the State of Maryland. In the event the Performance Bond is not delivered within ten (10) days of Notice of Award then the offer may be ruled null and void and the award made to the next lowest responsive bidder. The County reserves the right of approval of any instrument offered as a Performance Bond.

The Performance Security will provide assurance of faithful performance and discharge of all duties and responsibilities attendant thereto required by law or as provided herein by the Contractor of all ASPECTS, TERMS AND CONDITIONS of the contract and shall be maintained in full force and effect until the termination of this agreement.

# 36. (this provision has been intentionally left blank)

# 37. PROTECTION OF EXISTING FACILITIES

The Contractor shall take all necessary precautions during the period of service to protect existing County facilities from damage by the Contractor, Contractor's employees, subcontractor or subcontractor's employees and shall repair or replace, at the Contractor's own expense, any damaged property caused by the Contractor, Contractor's employees, subcontractor or subcontractor's employees.

# 38. PURCHASE OF GOODS BY NON-PROFIT ORGANIZATIONS

Pursuant to the requirements set forth in the Montgomery County Code, Chapter 11B-49, the Contractor agrees to extend the same terms, conditions and prices for the goods provided by the Contractor pursuant to this contract to those Non-Profit organizations which may need the goods in order to perform a contract with the County. Non-Profit Organizations are defined as those organizations that are exempt from taxation under Section 501(e) (3) of the Internal Revenue Code but are not defined as a "public entity" under subsection (n) of Chapter 11B-1 of the Montgomery County Code.

# 39. PURCHASE ORDERS/JOB RELEASES

Prior to the commencement of work, THE DIRECTOR, DEPARTMENT OF GENERAL SERVICES or authorized representative, shall authorize each project (job). Such authorization shall be in the form of a Purchase Order or Agency Job Release Number, as appropriate. The authorization shall include a general description of the required work, special instructions, estimated value (from Estimate to Complete), and the name of the individual designated as the Contract Administrator.

# 40. QUANTITIES

It is estimated that yearly expenditures under this contract will approximate the quantities listed on the Quotation Sheet. Under the terms of this Invitation for Bids, however, the resultant contract shall be considered a "requirements-type" contract only. No guarantee of purchases of any specific numbers of items, quantity per order, yearly quantity, or total dollar amount is made. In addition, all purchases are contingent upon the appropriation and encumbrance of fiscal funding.

# 41. SAFETY STANDARDS

The vehicles/equipment, to include components, furnished under these specifications shall comply with all applicable Federal and Maryland State Standards.

# 42. SERVICE

The Contractor must be able to provide a qualified local service facility offering a fixed cost annual maintenance agreement (parts and labor) for on-site repairs. The cost of such Annual Maintenance, the location of the service facility, average response time, and contact person is to be included in the appropriate spaces in the Solicitation, Bid, and Award Sheet.

## 43. SITE INSPECTION

Each bidder is encouraged to visit each facility in order to become familiar with actual site conditions. Failure to visit each facility and to become completely knowledgeable of the requirement of work shall in no way relieve them with all provisions contained in the invitation. Site inspections may be arranged by calling the individual named on the Bid Cover Sheet.

# 44. TRAVEL TIME

No payment for travel time to or from job site shall be charged. Charges begin when Contractor arrives at each job site and end when crew leaves each job site. The Project Coordinator or Contract Administrator will verify time records.

# 45. WARRANTY

The manufacturer shall provide, with the bid submission, a detailed listing of items that will be covered under the provision of warranty. The terms of warranty shall include period of warranty both in mileage and time. In addition, the manufacturer is to provide a list of the number of dealers as indicated on the Bid Cover Sheet, other than the selling dealer, within the stated miles radius of Rockville, Maryland that will provide priority warranty repair.

# 46. OR EQUAL INTERPRETATION

Identification of an item by manufacturer's name, trade name, catalog number, or reference is intended to be descriptive but not restrictive in that it is used for the purpose of describing the type, style, quality, performance and minimum specifications of the product desired, and shall not be interpreted to mean the only acceptable product. Bids on other makes and/or models will be considered provided the bidder clearly states in the spaces provided in the Quotation Sheet what is being proposed and forwards with the bid, or within (5) calendar days after notification from the County, complete descriptive literature indicating the character of the article being offered and addressing all specifications of this solicitation. The County reserves the right to accept or reject, in its sole discretion, items offered as an "equal"

#### SECTION D - SPECIFICATIONS

# GROUPS I, II, III & IV -SPECIFICATIONS FOR TRAFFIC ALUMINUM SIGN BLANKS (Uncovered Blanks Only)

**ITEM** - This specification covers aluminum traffic sign blanks of various sizes to be used with the application of standard reflective sheeting.

**MATERIAL** - All traffic sign blanks shall be 5052-H38 or approved equal aluminum alloy which shall be anodized, degreased and etched. Edges shall be smooth and free of burrs and sharpness.

SIZES - The County will order signs on an item by item basis. In order to provide for cases where the County may require a sign blank of a size that is not listed on the Quotation Sheets, bidders shall also provide prices on a square footage basis for each thickness of blank.

**THICKNESS** - There shall be four standard thicknesses (gauges) for sign blanks; .063", .080", .100", and .125". The thickness required for the various size blanks shall be:

- **a.** <u>.063" Thick</u>: 6" x 12", 6" x 24", 6" x 30", 6" x 36", 9" x 12", 9" x 30", 9" x 42", 9" x 48", 12" x 9", 12" x 12", 12" x 18", 12" x 24", 12" x 48", 18" x 6", and 18" x 18".
- **b.** <u>.080" Thick</u>: 6" x 18", 12" x 36", 12" x 28", 12" x 42", 15" x 21", 18" x 24", 18" x 48", 18" x 72", 18" x 84", 18" x 96", 24" x 24", 24" x 30", 24" x 36", 24" x 48", 24" x 72", 30" x 30", 30" x 36", 30" x 42", 30" x 48", 30" x 60", 36" x 12", 36" x 24", 36" x 36", 36" x 48", 36" x 72", 36" x 84", 36" x 96", and 48" x 48".
- c. <u>.100" Thick:</u> 9" x 42", 12" x 42", 12" x 48", 24" x 48", 24" x 60", 30" x 42", 30" x 48", 36" x 36", 36" x 48", 36" x 36" x 48" Pennant, 42" x 30", 48" x 24", 48" x 36".
- **d.** <u>.125" Thick</u>: 18" x 72", 18" x 84", 18" x 96", 30" x 60", 36" x 72", 36" x 84", 36" x 96", 48" x 48", 48" x 72", 48" x 96".

Corners shall be rounded, die-cut, and have radius dimensions as shown on the drawings E1 to E26 of Attachment E. Some sign blank sizes/shapes shall have all or some non-rounded corners, as noted on the drawings. Sign blank sizes for which no drawing is included shall have radius corners with dimensions as specified by the County at time of ordering.

There are no drawings available for the following signs: .063" thickness: 9" x 30", 9" x 42", 9" x 48", 12" x 9", 12" x 12", 12" x 48", .080" thickness: 6" x 18", 12" x 28", 12" x 42", 18" x 48", 18" x 72", 18" x 84", 18" x 96", 24" x 48", 24" x 72", 30" x 42", 30" x 48", 30" x 60", 36" x 12", 36" x 24", 36" x 36", 36" x 48", 36" x 72", 36" x 84", 36" x 96", 48" x 48"; 0.100" thickness: 9" x 42", 24" x 60", 36" x 36" x 48" pennant, 42" x 30", 48" x 24", 48" x 36"; and, 0.125" thickness: 48" x 72", 48" x 96". Drawings for signs which are not included in this solicitation will be sent to the contractor at time of order. The drawings will include specification for corner radius and holes locations on the blanks.

MOUNTING HOLES - Sign blanks shall normally be supplied with 3/8" diameter mounting holes to be drilled or punched in the sign blanks in the number and exact locations as shown on the drawings on pages E1 to E26 of Attachment E. Some sign blank sizes shall be supplied without holes, as noted on the drawings. Sign blank sizes for which no drawing is included shall have mounting holes in locations as specified by the County at the time of ordering.

**PACKAGING AND LABELLING** - All sign blanks shall be firmly packed and completely wrapped and bundled in suitable cardboard wrapping material to prevent damage in shipping and handling. Same size sign blanks shall be packed or bundled separately and all shipments shall be securely strapped or mounted on skids. Each bundle shall be stamped with the number and size of the sign blanks packaged. The following sign blank sizes shall be packed in accordance with the listing below. If a specific sign size is not listed below, it shall be packaged not to exceed 75 pounds.

| Sign Size   | Signs per Package | Sign Size              | Sign per Package |
|-------------|-------------------|------------------------|------------------|
| 6" x 12"    | 25                | 24" x 60"              | 10               |
| 6" x 18"    | 25                | 24" x 72"              | 10               |
| 6" x 24"    | 25                | 30" x 30"              | 10               |
| 6" x 30"    | 10                |                        |                  |
| 6" x 36"    | 10                |                        |                  |
| 9" x 12"    | 20.               | 30" x 36"              | 5                |
| 9" x 30"    | 10                | 30" x 42"              | 5                |
| 9" x 42"    | 10                | 30" x 48"              | 5                |
| 9" x 48"    | 10                | 30" x 60"              | 2                |
| 12" x 9"    | 10                | 36" x 12"              | 5                |
| 12" x 12"   | 10                | 36" x 24"              | 5                |
| 12" x 28"   | 10                | 36" x 36"              | 5                |
| 12" x 18"   | 20                | 36" x 36" x 48" Pennar | it 5             |
|             |                   | 36" x 48"              | 5                |
| 12" x 24"   | 20                | 36" x 72"              | 2                |
| 12" x 36"   | 10                | 36" x 84"              | 1                |
| 12" x 42"   | 10                | 36" x 96"              | 1                |
| 12" x 48"   | 10                | 42" x 30"              | . 5              |
|             | •                 | 48" x 24"              | 10               |
|             |                   | 48" x 36"              | 5                |
|             |                   | 48" x 48"              | 2                |
| 15" x 21"   | 20                | 48" x 72"              | 5                |
| 18" x 6"    | · 25              | 48" x 96"              | 5                |
| 18" x 18"   | 20                |                        | •                |
| 18" x 24"   | 10                |                        |                  |
| 18" x 48"   | 5                 |                        |                  |
| 18" x 72"   | 2.                |                        |                  |
| · 18" x 84" | 2                 | •                      |                  |
| 18" x 96"   | 2                 | ·                      |                  |
| 24" x 24"   | 10                |                        |                  |
| 24" x 30"   | 10                |                        |                  |
| 24" x 36"   | 10                |                        |                  |
| 24" x 48"   | 5                 |                        |                  |
|             |                   |                        |                  |

## GROUP V - SPECIFICATIONS FOR ALUMINUM BUS STOP SIGN BLANKS (Uncovered Blanks Only)

**ITEM** - This specification covers aluminum bus stop sign blanks of various sizes to be used with the application of standard reflective grade sheeting.

**MATERIAL** - All blanks shall be 5052-H38 or approved equal aluminum alloy that shall be anodized, degreased and etched. Thickness shall be .063 inches for 12" x 12" blanks.

CORNERS - ALL 12" X 12" shall have 3/4" radius rounded corners die cut. All edges must be free of burrs and sharp edges.

**MOUNTING HOLES** - 3/8" diameter mounting holes shall be drilled or punched in the blanks in the number and exact location as shown on the drawings in page E27 of Attachment E.

**PACKAGING AND LABELLING** - All bus stop sign blanks shall be firmly packed and wrapped in shipping cardboard to prevent damage in shipping and handling. The blanks shall be shipped in packaged amounts of 20 each and each

package shall be marked with the size and type of sign blanks and the quantity packaged. The packages shall be securely strapped or mounted on skids.

#### GROUP VI -SPECIFICATIONS FOR ALUMINUM STREET NAME SIGN BLANKS (Uncovered Blanks Only)

**ITEM** - This specification covers flat and extruded aluminum street name signs (SNS) blanks of various sizes to be used with the application of standard reflective sheeting.

MATERIAL - All extruded street name sign blanks shall be 6063-T-6 or equal aluminum alloy which shall be anodized, degreased and etched. All flat street name sign blanks shall be 5052-H38 or approved equal aluminum alloy which shall be anodized, degreased and etched.

SIZE - All extruded street name sign blanks shall feature blade widths and section numbers as shown in the "Typical Section" drawing on page E28 of Attachment E. The dimensions shown therefore are to be considered as guide only. Height of flat and extruded blanks shall 9" as specified. Length of blanks shall be as specified, from 24" to 48" in six inch increments.

CORNERS - No corners shall be die cut for Extruded Blanks, but 3/4" radius Corners for Flat Blanks

MOUNTING HOLES - No mounting holes shall be drilled or punched.

**PACKAGING AND LABELLING** - All street name sign blanks shall be firmly packed and completely wrapped in cardboard so as to prevent damage in shipping and handling. Each package shall be marked with the size of sign blanks and quantity packaged. Same sizes shall be packed or bundled separately and all shipments shall be securely strapped and mounted on skids. The following street name sign blank sizes shall be packed in accordance with the following listing:

| Size of SNS Blank | Packaged Amount of Blanks |
|-------------------|---------------------------|
| 9" x 24"          | 20                        |
| 9" x 30"          | 20                        |
| 9" x 36"          | 20                        |
| 9" x 42"          | 10                        |
| 9" x 48"          | 10                        |

### GROUP VII & VIII -SPECIFICATIONS FOR FINISHED SIGNS (Blanks with Applied Sign Faces)

**ITEM** - This specification covers fully finished traffic signs comprised of aluminum sign blanks to which standard prescreened reflective engineer grade, high intensity, VIP or diamond grade sign faces have been applied.

SIZES, SHAPES, AND LEGENDS - Sizes, shapes, and legends shall be as called for on an item basis. In order to provide for cases where the County may require a sign of a size or shape that is not listed on the Quotation Sheets. Bidders must also provide prices for square footage for thickness of .063, .080, .100, and .125 for EG and HI grades on the Quotation Sheet.

MATERIALS – BLANKS - Except as otherwise specified under "Mounting Holes", blanks used to fabricate fully finished signs shall comply in all respects (thickness, type of metal, radius corners, hole punching, and all other features) with the Montgomery County Specifications for Aluminum Traffic Signs Blanks as contained elsewhere in this solicitation, and the drawings that accompany them:

**MOUNTING HOLES** - Mounting holes shall be 3/8" diameter and shall be drilled or punched in the signs in the number and exact locations as shown on the drawings on pages E29 to E48 of Attachment E. (There are different hole patterns than for uncovered sign blanks.) There are no drawing for the 6" x 12" EG sign and 18" Octagon.

Any finished sign for which no hole pattern drawing is provided shall have mounting holes as specified by the County at the time of ordering.

MATERIALS FACES - Faces shall be silk-screened using only the best quality "Engineer Grade." "High Intensity Grade", Visual Impact Performance (VIP) Grade or Diamond Grade reflective sheeting manufactured by the 3M

Company or equal. Inks, coatings, process color pastes and clears, and other related sign fabrication material shall be manufactured by 3M Company or be of the type recommended by the 3M Company or equal.

The specific sheeting to be used shall be as follows, unless otherwise specified at the time of order:

Engineer Grade: Series 2271-72-77-79-90 (Heat Activated)

Series 3271-72-75-77-79-90 (Pressure Sensitive)

Series 3260-61-62-65-67-69 (Electro-Cut)

High Intensity: Series 2870-71-72-75-77-79 (Heat Activated)

Series 3870-71-72-75-77-79 (Pressure Sensitive)

Series 3860-61-62-65-67-69 (Electro-Cut) Series 2884, 3864, 5884 (Construction)

Diamond Grade: Series 3970-71-72-75 (Pressure Sensitive)

VIP Grade: Series 3990-91-95-97 (Pressure Sensitive)

Materials shall be new and shall be certified by the 3M Company or equal and shall be covered under manufacturers' warranty (field performance guarantee). Also see the section of these specifications entitled "Warranty."

**DESIGN AND LAYOUT OF FACES** - The traffic sign legends to be ordered by the County will generally be standard legends and symbols as contained in the Maryland Manual of Uniform Traffic Control Devices for Streets and Highways (Maryland MUTCD), latest edition. Other finished signs that may not be contained in the Maryland MUTCD may also be ordered by the County if needed.

Faces shall be designed and laid out with color, dimensions, spacing, letter series, etc., in exact conformance with the Federal Highway Administration's Standard Highway Signs manual, (latest revision), MSHA Highway Signs Manual or County supplied sign fabrication layout.

For bus stop signs, and for any other traffic-type sign for which no layout is available, the County will supply cameraready artwork for necessary logos, legends, etc., at the time of ordering.

**FABRICATION METHODS** - Fabrication of signs may involve screening of faces and subsequent application of faces onto blanks, or application of reflective background material onto blanks and subsequent screening directly onto the covered blank.

The majority of the signs involve screening one color onto reflective sheeting of a second color. In some cases, screening of two colors or three colors onto reflective sheeting of another color is required. On the Quotation Sheet, bidders shall indicate the percentage increases in unit prices for each size of sign for such 2-color or 3-color screening.

The Contractor shall follow in exact detail the fabrication methods and procedures, for sign production, that are specified by the manufacturer. Silk screening equipment and materials and face application equipment shall be only the type that is recommended and approved by the manufacturer for use in converting the manufacturer's brand reflective products into finished signs. The County reserves the right to review and inspect the contractor's equipment and methods and, in consultation with the manufacturer, specifically disapprove any equipment or materials or method that, in the sole judgment of the County, would materially affect the quality of the finished signs.

## NOTE: SUBMISSION OF WARRANTY CERTIFICATE AND INKS CERTIFICATION:

Within ten (10) calendar days after notification from the County, the bidder must submit a copy of the bidder's manufacturer's warranty certificate for High Intensity materials. Such certification shall be as numbered and issued to the bidder by the manufacturer, and will be considered partial evidence of the bidder's ability to meet the specifications and extend to the County the warranty conditions specified in these specifications. Within ten (10) calendar days after notification from the County, the bidder shall <u>also</u> submit a signed written statement certifying that the bidder will use inks, coatings, process color pastes and clears and other related sign fabrication materials that are manufactured by manufacturer or of the type recommended by the manufacturer. Such certification shall name the manufacturer and the

manufacturer's identifying catalog numbers and descriptions of any inks, coating, process color pastes and clears that will be used that are not manufactured by manufacturer. The two items required (manufacturer warranty certificate and written certification re: inks, etc.) <u>may</u> be attached to the bid submitted to the Office of Procurement. If not submitted with the bid, the certifications shall be submitted within ten (10) calendar days after notification to: Dana Sanayi, Section Chief, Division of Traffic Engineering & Operations, 100 Edison Park Drive, 4<sup>th</sup> floor, Gaithersburg, Maryland 20878. (Also see "Warranty" section of these specifications.) Streaking, bubbling, peeling, running of colors or any other indication of improper screening or application of faces to blanks will be unacceptable. Any signs showing evidence of such problems will be rejected by the County and must be replaced at the total cost, including shipping, of the vendor.

Punching of holes in the aluminum blanks, as called for in the specifications, shall be done prior to application of the faces on the blanks. No holes shall be punched in the face.

Finished signs shall be of the best state of the art quality that should be acceptable to the highway department sign shop, ready to be installed on the street; and shall be equal in quality to the traffic signs produced by the best state-of-the-art highway department sign shop methods.

**WARRANTY** - The contractor shall provide and extend to Montgomery County the following field performance obligation/warranty replacement for all finished signs that the contactor supplies under this contract: The signs shall perform effectively in the field for the number of years stated in Table 1 (page E49 of Attachment E) The performance shall be considered unsatisfactory if, during the periods stated in Table 1 it can be shown that the sign has deteriorated due to natural causes to the extent that either:

- The sign face materials/scripts should be legible for their intended purpose when viewed from a moving vehicle under normal day and night driving conditions; or:
- The coefficient of retro-reflection is less than the minimum specified for that color sheeting as listed in Table 1. For any sign found not meeting the retro-reflectivity requirements specified in Table 1, the vendor shall meet the Warranty Replacement Requirement "A" or "B", as applicable, as specified in "Table 1." (page E49 of Attachment E).

The County will date the signs as to year and month at the time of installation. That date will constitute the start of the field performance obligation period.

SPECIAL NOTE: FIELD PERFORMANCE CERTIFICATION - No later than ten (10) days after bid opening, each bidder shall submit a signed written statement certifying that the bidder will meet the above specified field performance obligation/warranty replacement provisions on signs fabricated from both Engineer Grade and High Intensity Grade sheeting and supplied to Montgomery County under this contract. This is a special requirement above and beyond sheeting manufacturer's warranty. Alternatively, the bidder may provide a letter from the manufacturer certifying that the manufacturer will provide these specified special field performance obligation/warranty replacement provisions directly to Montgomery County for all finished signs that the contractor supplies to Montgomery County under this contract. Such certification will be considered partial evidence of the bidder's ability to meet the specifications and extend to the County the field performance/replacement conditions specified herein. The certification letter may be attached to the bid submitted to the Office of Procurement. If not submitted with the bid, the certification letter shall be submitted within ten (10) days after bid opening to: Dan Sanayi, Section Chief, Division of Traffic Engineering & Operations, 100 Edison Park Drive, 4th Floor, Gaithersburg, MD 20878.

**PACKAGING AND SHIPPING -** To prevent damage to finished signs during shipment to the County, the following packaging requirements shall be met:

- Engineering Grade signs shall be packed with Number 8 resin coated paper or the liner from Series 2200 or 3200 sheeting as slipsheeting to protect each sign face. The glossy side of the slipsheeting shall be placed against each sign face.
- High Intensity Grade signs shall be packed with 3M brand #SCW82 slipsheeting or approved equal and foam padding to protect each sign face. The glossy side of the slipsheeting shall be placed against the sign face and the sign shall be padded with closed cell packaging foam such as Dupont "Microfoam" or "Jiffy foam" or approved equal.
- Double faced signs shall have the slipsheeting (and padding as required) against each face of the sign.

- After packing as specified above, the signs shall be packaged, wrapped, bundled, and labeled in <u>the quantities</u> specified and in the manner specified in the following Montgomery County Specifications for Aluminum Traffic Sign Blanks, as contained elsewhere in the bid documents.
- Packaging and shipping methods shall avoid putting the signs or faces under pressure and shall prevent movement or chafing that may cause damage during handling and shipping.
- Contractor shall ensure that packaged signs are shipped and stacked with the signs upright on their edges rather
  than flat on top of each other. <u>Note</u>: The County may deduct fee for signs received not meeting these packaging
  requirements. See Section C of this IFB.
- Contractor shall be responsible for full replacement of any signs that are damaged in shipping, at <u>no cost</u> to the County.

## GROUP IX -SPECIFICATIONS FOR STREET NAME SIGN MOUNTING BRACKETS

The purpose of this specification is to set forth the minimum design requirements for post top mounted, street light pole or signal pole or post mounted street name sign brackets, suitable for mounting extruded aluminum street name signs with heights of 6-3/4 to 9 inches and varying lengths up to 48 inches.

## GENERAL REQUIREMENTS

- All brackets shall be cast of high strength aluminum alloy No. 380 under 400 tons of pressure with a minimum tensile strength of 49,000 psi or approved non-corrosive alternate.
- All brackets, after casting, shall be degreased, tumbled and polished to a low sheen smooth finish to assure resistance to the accumulation of dirt and weather borne deposits which might wash down upon the sign(s) and cause premature defacement of the sign(s).
- All sign slots for the extruded blades shall be .280 inches minimum in width.
- All sign slots (grooves) shall have no ruffling so as to assure level non-leaning sign installation, and shall be 7/8 inches deep.
- All necessary setscrews, etc., for attachment of the brackets shall be provided with the brackets.

**SPECIAL REQUIREMENTS** - Specific dimensions and requirements of the street name sign mounting hardware covered under this specification are as shown on the attached scale diagrams and are presented in the following order:

- Wing bracket for 9 inch street name sign. (See drawing on page E49 of Attachment E)
- Extruded Street Name Sign mounting bracket (pipe to sign bracket). (See drawing on page E50 of Attachment E)
- 90 degree cross bracket for extruded or flat street name sign. (See drawing on page E51 of Attachment E).
- U-Channel post cap bracket for extruded street name sign. (See drawing on page E52 of Attachment E).

**SAMPLE** - The County reserves the right to require the submittal of a sample of the design prior to award to assure that the brackets offered meet the specifications and requirements of the purchaser. If so requested, the bidder must submit the sample with ten (10) calendar days after notification from the County. Sample must be identified with the name of the bidder, bid number, and bid item number. The sample shall be free of charge and delivered at the bidder's expense. The County will have the right to destroy, alter, or mutilate the sample in examination for specifications or performance compliance without charge from the bidder. The sample may be removed within ten (10) business days after award of the contract, or, at the County's option be retained for the life of the contract. Failure to submit a sample may cause the bidder to be considered non-responsible.

**PACKAGING AND LABELING** - Brackets and all screws, bolts, etc., shall be packaged in sturdy boxes. Each box shall contain 50 brackets and (in the same box) the necessary screws, bolts, etc., for those brackets.

CATALOG CUTS REQUIRED - MANDATORY SUBMISSION WITH BID - Bidders shall include descriptive literature, photos, scale drawings, etc., with their bid, or within ten (10) calendar days after notification from the county, so as to enable a comparison of the brackets offered with the specifications.

# SPECIFICATIONS FOR STREET NAME SIGN MOUNTING HARDWARE

ITEMS - This specification covers certain brackets and hardware used for mounting traffic signs on various types of poles and posts, as specified. NOTE: If so requested, the bidder must submit the Samples of each type of item described below within ten (10) calendar days after notification for the County Samples must be identified with the name of the bidder, bid number, and bid item number. The samples shall be free of charge and delivered at the bidder's expense. The County will have the right to destroy, alter, or mutilate the samples in examination for specifications or performance compliance without charge from the bidder. The samples may be removed with ten (10) business days after award of the contract, or, at the County's option be retained for the life of the contract. Failure to submit samples may cause bidder to be considered non-responsible.

#### ATTACHMENT A

#### MINORITY BUSINESS PROGRAM & OFFEROR'S REPRESENTATION

It is the policy of the County to recruit actively, minority-owned businesses to provide goods and services to perform governmental functions pursuant to Section 11B-57 of the County Code. Minority-owned businesses are described in County law as Minority/Female/Disabled Person owned businesses (MFD). MFD businesses include certain non-profit entities organized to promote the interests of persons with a disability demonstrating (on a contract by contract basis) that at least 51% of the persons used by the non-profit entity to perform the services or manufacture the goods contracted for by the County, are persons with a disability. MFD firms also include those firms that are 51% owned, controlled and managed by one or more members of a socially or economically disadvantaged minority group, which include African Americans who are not of Hispanic origin, Hispanic Americans, Native Americans, Women and Mentally or Physically Disabled Persons.

Section 7 - "Minority Contracting", Montgomery County Procurement Regulations specifies the procedure to be followed and will govern the evaluation of offers received pursuant to this solicitation. A copy of Section 7 of the Procurement Regulations is available upon request.

Prior to awarding contracts with a value of \$50,000 or more, a prospective Contractor (who is not a certified MFD firm) must demonstrate that a minimum percentage of the overall contract value as set by the County, will be subcontracted to certified MFD businesses. A decision as to whether the prospective Contractor has demonstrated a good faith effort to meet this subcontracting requirement will be made by the Director, Department of General Services or his/her designee, who may waive this requirement.

A sample of the MFD Report of payment Received is attached. This form is mailed to the MFD Subcontractor to complete for documentation of payment by the Prime Contractor. It is not to be completed by the Prime Contractor nor submitted with the MFD Subcontractor Performance Plan.

The Director, Department of General Services or his /her designee, determines whether a waiver of MFD subcontracting would be appropriate, under Section 7.3.3.5 of the Procurement Regulations.

For further information regarding the MFD Business Program, please contact the MFD Program, Office of Business Relations and Compliance at (240) 777-9912.

Offerors are encouraged (but not required) to complete the following:

I hereby represent that this is a Minority Business firm as indicated below (CIRCLE ONE):

AFRICAN AMERICAN

ASIAN AMERICAN

**DISABLED PERSON** 

**FEMALE** 

HISPANIC AMERICAN

NATIVE AMERICAN

Attach one of the following certification documents from: Maryland Department of Transportation (MDOT); Virginia Small, Women & Minority-Owned Business: Federal SBA 8(a); MD/DC Minority Supplier Development Council, Women's Business Enterprise National Council; or City of Baltimore.



# Montgomery County Office Of Business MFD Report of Payments Received

For Office Use

| Relations and Compliance SAMPLE ONLY! NOT TO   | BE USED BY PRIME   |
|--|--|
| MFD Subcontractor Company Name:  |  |
| Prime Contractor Company Name:   |  |
| Contract Number/Title:   |  |
| Project Location:  | The control of the co |
| MFD Subcontract Amount: \$   |  |
|  |  |
|  |  |
| PLEASE READ CAREFULLY  | BEFORE SIGNING   |
|  |  |
| This certifies that for the month of, my company received \$ materials supplied on the above contract.   | for work performed, services rendered and/or   |
| TOTAL AMOUNT OF SUBMITTED INVOICES TO DA   | TE: \$   |
| TOTAL PAYMENTS RECEIVED TO DA  | ATE: \$  |
| Are you experiencing any contract problems with the prime contract Comments:   | tor and/or the project? YES NO   |
|  |  |
|  |  |
| I certify that the above information is true and accurate to the best of   | f my record documentation and knowledge.   |
| Name of the control o |  |
| (TYPED/PRINTED COMPANY NAME)   |  |
| (TYPED/PRINTED NAME OF COMPANY OFFICIAL)   | (TITLE)  |
| (SIGNATURE OF COMPANY OFFICIAL)  | (DATE)   |
| TELEPHONE FAX E-MAIL   | Mail to: Alvin Boss, Program Specialist II 255 Rockville Pike, Ste. 180 Rockville, MD 20850  |

#### ATTACHMENT B

#### Minority-Owned Business Addendum to General Conditions of Contract Between County and Contractor

- A. This contract is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.
- B. Contractor must subcontract a percentage of the total dollar value of the contract, including all modifications and renewals, to certified minority owned businesses. The MFD subcontracting goal may be waived under appropriate circumstances by submission of a letter to the Minority Procurement Officer. The letter must explain why a waiver is appropriate. The Director of the Department of General Services or designee may waive, in whole or in part, the MFD subcontracting goal if the Director determines that a waiver is appropriate under Section 7.3.3.5 of the Montgomery County Procurement Regulations. In determining if a waiver should be granted, the Director may require the Contractor to submit additional information; the Director may require the Contractor to submit some or all of this information on forms approved by the Director.
- C. The attached MFD Subcontractor Performance Plan, which must be approved by the Director, is an integral part of the contract between County and Contractor. In a multi-term contract, Contractor must submit a MFD Subcontract Performance Plan to be in effect for the life of the contract, including any renewal or modification.
- D. Contractor must include in each subcontract with a minority owned business a provision that requires the use of binding arbitration with a neutral arbitrator to resolve disputes between the Contractor and the minority owned business subcontractor. This arbitration provision must describe how the cost of dispute resolution will be apportioned; the apportionment must not, in the judgment of the Director, attempt to penalize a minority owned business subcontractor for filing an arbitration claim.
- E. County approval of the MFD Subcontractor Performance Plan does not create a contractual relationship between the County and the minority owned business subcontractor.
- F. Contractor must notify and obtain prior written approval from the Director regarding any change in the MFD Subcontractor Performance Plan.
- G. Before receiving final payment under this contract, Contractor must submit documentation showing compliance with the MFD Subcontracting Performance Plan. Documentation may include, at the direction of the Director, invoices, copies of subcontracts with minority owned businesses, cancelled checks, affidavits executed by minority owned business subcontractors, waivers, and arbitration decisions. The Director may require Contractor to submit periodic reports on a form approved by the Director. The Director may conduct an on-site inspection for the purpose of determining compliance with the MFD Subcontractor Performance Plan. If this is a multi-term contract, final payment means the final payment due for performance rendered for each term of the contract.
- H. If the Contractor fails to submit documentation demonstrating compliance with the MFD Subcontractor Performance Plan, to the satisfaction of the Director, after considering relevant waivers and arbitration decisions, the Contractor is in breach of this contract. In the event of a breach of contract under this addendum, the Contractor must pay to the County liquidated damages equal to the difference between all amounts the Contractor has agreed under its Plan to pay minority owned business subcontractors and all amounts actually paid minority owned business subcontractors with appropriate credit given for any relevant waiver or arbitration decision. Contractor and County acknowledge that damages which would result to the County as a result of a breach under this addendum are difficult to ascertain, and that the liquidated damages provided for in this addendum are fair and reasonable in estimating the damage to the County of a breach of this addendum by Contractor. In addition, the County may terminate the contract. As the result of a breach under this addendum, The Director of the Department of General Services must find the Contractor non-responsible for purposes of future procurement with the County for the ensuing three years.

# MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR $\underbrace{ \text{PERFORMANCE PLAN} }$

| Contractors Name:  |   |                         |                          |                      |
|--|---|-------------------------|--------------------------|----------------------|
| .4.11  |   |                         |                          |                      |
| City:  |   | State:                  | Zi                       | p:                   |
|  | Fax Number:   |                         | Email:                   |                      |
| CONTRACT NUMBER/PRO  | JECT DESCRIPTION:   |                         |                          |                      |
|  | or to ensure Contractor's compliance wit  | •                       |                          |                      |
|  | 7. 10 Classic Communication (1971)  |                         |                          |                      |
| •  |   |                         |                          |                      |
|  |   |                         |                          |                      |
| City:  |   | State:                  | Zi                       | p:                   |
|  | Fax Number:   |                         |                          |                      |
|  | contract from contract execution through  |                         |                          |                      |
|  | · -   |                         |                          |                      |
| C. The percentage of total contract subcontractors, is%            | t dollars, including modifications and rea<br>of the total dollars awarded to Contracto | newals, to be pai<br>r. | id to all certified mino | ority owned business |
| D. Each of the following certified a subcontractor under the contr | minority owned businesses will be paid act.   | the percentage o        | f total contract dollars | s indicated below as |
|  |   |                         |                          |                      |
| I hereby certify that the business(s)                              | listed below are certified by one of the fund Minority Owned Business (SWAM)            | ollowing: Maryl         | and Department of Tr     | ansportation         |
|  | omen's Business Enterprise National Co  |                         |                          |                      |
| A Certification Letter must be attac                               |   |                         |                          |                      |
| For assistance, call 240-777-9912.                                 |   |                         |                          |                      |
| 1. Certified by:   |   |                         | -                        |                      |
| Subcontractor Name:  |   |                         |                          |                      |
| Title:   |   | 1                       |                          |                      |
| Address:   |   |                         |                          |                      |
| City:  |   | State:                  | Zi                       | p:                   |
|  | Fax Number:   |                         | Email:                   |                      |
| CONTACT PERSON:  |   |                         |                          |                      |
| Circle MFD Type:   |   |                         | ·                        |                      |
| AFRICAN AMERIC   | CAN ASIAN AMERICAN  | DISA                    | ABLED PERSON             |                      |
| FEMALE   | HISPANIC AMERICAN   |                         | IVE AMERICAN             |                      |
| The percentage of total contract dol                               | lars to be paid to this subcontractor   |                         |                          |                      |
| This subcontractor will provide the                                | following goods and/or services:  | -                       |                          |                      |
| PMMD-65 Rev. 08/10   | В2  |                         | •                        |                      |

| 2 Contified by             |                       |                                       |            |         |   |
|----------------------------|-----------------------|---------------------------------------|------------|---------|---|
|                            |                       |                                       |            |         | · |
|                            |                       |                                       |            |         |   |
|                            | •                     | · · · · · · · · · · · · · · · · · · · |            |         |   |
|                            |                       |                                       |            |         |   |
|                            |                       | Ear Nymhan                            |            | Zip:    |   |
| _                          |                       |                                       |            |         |   |
|                            |                       |                                       |            |         |   |
|                            | AMERICAN              | ASIAN AMERICAN                        | DISABLED P |         |   |
| FEMALE                     |                       | HISPANIC AMERICAN                     | NATIVE AM  | ERICAN  |   |
| The percentage of total co | ontract dollars to be | paid to this subcontractor            |            |         |   |
| This subcontractor will pr | ovide the following   | g goods and/or services:              |            |         |   |
|                            |                       |                                       |            |         |   |
| 3. Certified by:           |                       |                                       |            |         |   |
| -                          |                       |                                       |            |         |   |
|                            |                       |                                       |            |         |   |
|                            |                       |                                       |            |         |   |
|                            |                       |                                       |            | Zip:    |   |
|                            |                       |                                       |            |         |   |
| _                          |                       |                                       |            |         |   |
|                            |                       |                                       |            |         |   |
| Circle MFD Type:           | AMEDICANI             | A CYANY AND DICANY                    | DISABLED P | DEDCONI |   |
| FEMALE                     | AMERICAN              | ASIAN AMERICAN<br>HISPANIC AMERICAN   | NATIVE AM  |         |   |
| The percentage of total co | ontract dollars to be | paid to this subcontractor            | ,          |         |   |
| This subcontractor will pr | ovide the following   | - coods and/on somiloss.              |            |         |   |
| _                          |                       |                                       |            |         |   |
|                            |                       |                                       |            |         |   |
| 4. Certified by:           |                       |                                       | <u> </u>   |         |   |
| Subcontractor Name: _      |                       |                                       |            |         |   |
|                            |                       |                                       |            |         |   |
| Address: _                 |                       |                                       |            |         |   |
|                            |                       |                                       | State:     | Zip:    |   |
| PMMD_65 Rev_08/10          |                       | R3                                    |            |         |   |

| Phone Number:  | Fax Number:   | Email:   |                        |
|--|---|--|------------------------|
| CONTACT PERSON:  |   |  |                        |
| Circle MFD Type:   |   |  |                        |
| AFRICAN AMERICAN   | ASIAN AMERI   | CAN DISABLED PERSO                                     | N                      |
| FEMALE   | HISPANIC AM   | ERICAN NATIVE AMERICA                                  | AN                     |
| The percentage of total contract dollars t                                       | to be paid to this subcontra                                  | ctor   |                        |
| This subcontractor will provide the follo  | wing goods and/or service:                                    | S:   |                        |
|  |   |  |                        |
| language must describe how the costs   | neutral arbitrator to resolve<br>s of dispute resolution will | disputes with the minority owned busin be apportioned: | ess subcontractor; the |
|  |   |  | •                      |
|  | · · · · · · · · · · · · · · · · · · ·                         |  |                        |
|  |   |  | :                      |
| F. Provide a statement below, or on a segincrease minority participation through | hout the life of the contract                                 |  | •                      |
|  |   |  |                        |
|  |   |  |                        |
|  |   |  |                        |
|  |   |  |                        |
| G. A full waiver request must be jus   | stified and attached.   |  |                        |
| Full Waiver Approved:  |   | Partial Waiver Approved:                               |                        |
|  | Date:   |  | Date:                  |
| MFD Program Officer  |   | MFD Program Officer                                    |                        |
| Full Waiver Approved:  |   | Partial Waiver Approved:                               |                        |
|  | Date:   | ·<br>:   | Date:                  |
| Director   |   | Director   |                        |
| Department of General Services   |   | Department of General Services                         |                        |

) in accordance with the

The Contractor submits this MFD Subcontractor Performance Plan (Plan Modification No.

Minority Owned Business Addendum to General Conditions of Contract between County and Contractor. CONTRACTOR SIGNATURE USE ONE: TYPE CONTRACTOR'S NAME: Signature Typed Name Date TYPE CORPORATE CONTRACTOR'S NAME: Signature Typed Name Date I hereby affirm that the above named person is a corporate officer or a designee empowered to sign contractual agreements for the corporation. Signature Typed Name Title Date APPROVED: Date Director, Department of General Services Section 7.3.3.4(a) of the Procurement Regulations requires: The Contractor to notify the Director, Department of General Services of any proposed change to the Subcontractor Performance Plan.

## Attachment C

# Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor

- A. This contract is subject to the wage requirements of Section 11B-33A of the Montgomery County Code. A County contract for the procurement of services must require the contractor and any of its subcontractors to comply with the wage requirements of this Section, subject to exceptions from coverage for particular contractors noted in 11B-33A(b) and for particular employees noted in 11B-33A(f).
- B. Conflicting requirements (11B-33A(g)): If any federal, state, or County law or regulation requires payment of a higher wage, that law or regulation controls. If any applicable collective bargaining agreement requires payment of a higher wage, that agreement controls.
- C. Nonprofit organizations who are exempt from the wage requirements under 11B-33A must specify the wage the organization intends to pay to those employees who will perform direct, measurable work under the contract, and any health insurance the organization intends to provide to those employees.
- D. A contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor, to avoid the imposition of any requirements in 11B-33A.
- E. Each contractor and subcontractor covered under 11B-33A must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any verifiable records necessary to show compliance; and conspicuously post notices, approved and/or supplied by the County, informing employees of the wage requirements.
- F. An employer must comply with Section 11B-33A during the initial term of the contract and all subsequent renewal periods and must pay an increase adjustment in this wage rate, if any, automatically effective July 1 of each year. The County will adjust the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of 5 cents.
- G. An employer must not discharge or otherwise retaliate against an employee for asserting any right or filing a complaint of a violation, under the wage requirements.
- H. The sanctions under Section 11B-33(b), that apply to noncompliance with nondiscrimination requirements, apply with equal force and scope to noncompliance with the wage requirements under 11B-33A.
- I. The County may assess liquidated damages for any noncompliance by contractor with the Section 11B-33A wage requirements at the rate of 1% per day of the total contract amount, or for a requirements contract, the estimated annual contract value, for each day of the violation. This liquidated damages amount includes the amount of any unpaid wages, with interest. In the event of a breach of contract under this paragraph, the Contractor must pay to the County liquidated damages noted above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor. In addition, the contractor is jointly and severally liable for any noncompliance by a subcontractor. Furthermore, Contractor agrees that an aggrieved employee, as a third-party beneficiary, may by civil action enforce the payment of wages due under the Section 11B-33A wage requirements and recover from Contractor any unpaid wages with interest, a reasonable attorney's fee, and damages for any retaliation for asserting any right or claim under the 11B-33A wage requirements.
- J. The Director may conduct random audits to assure compliance with Section 11B-33A. The Director may conduct an onsite inspection(s) for the purpose of determining compliance.
- K. If the Contractor fails, upon request by the Director, to submit documentation demonstrating compliance with Section 11B-33A to the satisfaction of the Director, the Contractor is in breach of this contract. In the event of a breach of contract under this paragraph, upon request by the County, the Contractor must pay to the County liquidated damages noted in paragraph I. above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor.

# Wage Requirements Certification (Montgomery County Code, Section 11B-33A)

| Business Name   |  |  |  |   |   |
|---|--|--|--|---|---|
| Address   |  |  |  |   |   |
| City  |  | State  |  | Zip Code  |   |
| Phone Number  |  | Fax Number   |  |   |   |
| E-Mail Address  |  |  |  |   |   |
|   | aces below the contact name  |  |  |   | by your firm to monitor your on B. below):  |
| Contact Name  | ·  |  | Title  |   |   |
| Phone Number  |  | Fax Number   |  |   |   |
| E-mail Address  | -  |  |  |   |   |
| Contractor and it measurable work submitted under quarterly (Januar subcontractor en Relations and Coposition/title; dai pay rate; any de additions and dec B. Exemption Status                 | as a "covered employer" will the subcontractors will pay all ke for the County, the wage this solicitation include(s) say, April, July and October for apployees, governed by the Vompliance, Attn: Wage Progratily straight time hours worked aduction for health insurance ductions for each pay period. | employees not e<br>requirements eff<br>ufficient funds to<br>or the prior quarte<br>Wage Requirement<br>am Manager. The<br>d; daily overtime<br>t; total gross wag | xempt under<br>ective at the<br>o meet the w<br>r) submit cer<br>nts Law, for<br>se payroll rec<br>hours worked<br>es paid for e | the wage require<br>time the work<br>rage requirement<br>tified payroll rec<br>each payroll pe<br>cords must includ<br>d; straight time heach period; and | 11B-33A, Wage Requirements, ements, and who perform direct is performed. The bid price(s) is. A "covered employer" must ords for all employees, and any riod to the Office of Business le the following: name; address; courly pay rate; overtime hourly total net wages paid after any |
| <ol> <li>a contractor month period. Secti</li> <li>a contract wi</li> <li>a contract w</li> <li>a contract w</li> <li>a contract w</li> <li>a contract solution</li> <li>an employer</li> </ol> | d; and will be entitled to receive ion 11B-33A (b) (2). ith a public entity. Section 11 with a nonprofit organization of the Internal Revenue Code. So to the extent that the employer ate law, contract, or grant. Sec  | B-33A (b) (3).<br>that has qualified<br>Section 11B-33A<br>er is expressly pre   | ooo from the of the for an exen (b) (4) (must be cluded from   | County under that the specific properties from fede complete item (complying with the specific properties).   | this Section by the terms of any  |

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#### IFR #1004963

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|     | uthorized<br>ignature                         |  |  |   |  |  |  |  | •   | ·  | Title of<br>Authorized<br>Person  |                         |  |   |   |   |
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# 501(c) (3) Nonprofit Organization's Employee's Wage and Health Insurance Form

| Business Name  |            |          |
|----------------|------------|----------|
| Address        |            |          |
| City           | State      | Zip Code |
| Phone Number   | Fax Number |          |
| E-Mail Address |            |          |

Please provide below the employee labor category of all employee(s) who will perform direct measurable work under this contract, the hourly wage the organization pays for that employee labor category, and any health insurance the organization intends to provide for that employee labor category:

| Employee Labor Category | Wage per Hour | Name of Health Insurance Provider(s) and Plan Name* (e.g. ABC Insurer, Inc., HMO Medical and Dental) |  |  |  |  |  |  |
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NOTE: IF NO HEALTH INSURANCE PLAN IS PROVIDED PLEASE STATE "NONE".

#### ATTACHMENT D

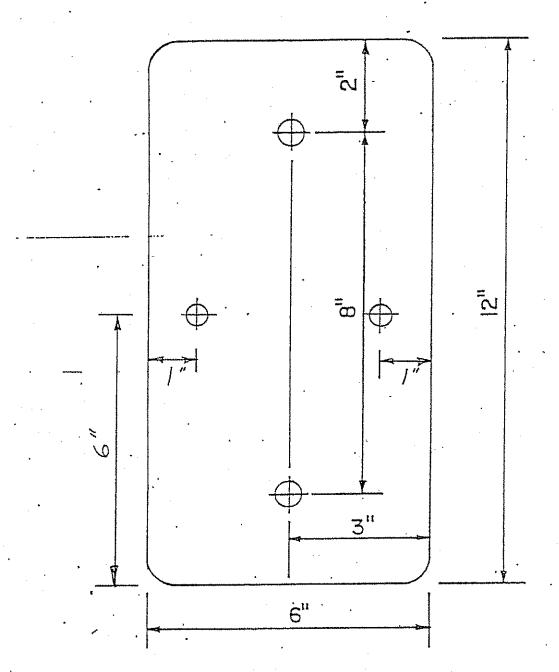
# Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor

The Contractor and all Subcontractors must comply with the Prevailing Wage Law contained in Chapters 11B-33C and 20-75 of the Montgomery County Code. Prevailing wage means the wage rate paid by employers that is determined by a governmental authority, based upon a particular geographic area, for a given class of labor and type of project. The purpose of a prevailing wage is to ensure that construction workers who work on public works contracts are paid the going rate for their services. The prevailing wage rates are established by the State of Maryland and apply to all of the Contractor's employees and any and all Subcontractors. The Contractor and all Subcontractors must comply with all of the requirements of the Prevailing Wage Law including, but not limited to, the following:

- 1. Pay employees the prescribed rate as annually established by the State of Maryland Commissioner of Labor and Industry; the prevailing wage rates in effect on the date a solicitation is issued will apply throughout the term of a contract resulting from that solicitation.;
- 2. Pay employees overtime for work more than 10 hours in any single day, work more than 40 hours in a work week, or work on Sunday or legal holiday;
- 3. Classify employees in their proper work classification in conformance with the schedule established by the State of Maryland Commissioner of Labor and Industry;
- 4. Electronically submit payroll records through www.LCPTracker.net, within 14 days after the end of each payroll period, to verify that Prevailing Wage rates have been paid to employees. The payroll records must include the following:
  - A. The name, address and telephone number of the Contractor or Subcontractor;
  - B. The name and location of the job;
  - C. Each employee's:
    - a. Name;
    - b. Current address unless previously reported;
    - c. Specific work classification;
    - d. Daily straight time and overtime hours;
    - e. Total straight time and overtime hours for the payroll period;
    - f. Rate of pay:
    - g. Fringe benefits by type and amount;
    - h. Gross wages.
- 5. If a Contractor or any Subcontractors are late in submitting copies of any payroll records required to be submitted under the Prevailing Wage Law, the County may deem Contractor's invoice(s) submitted to the County for payment unacceptable until the Contractor and Subcontractors provide the required records; and, the County may postpone processing payments otherwise due under the Contract or under an agreement to finance the Contract;
- 6. The Contractor and all Subcontractors must retain all payroll records for a period not less than five (5) years after the Work is completed;
- 7. The County may inspect the payroll records at any reasonable time and as often as it deems necessary;
- 8. The County may perform random or regular audits and investigate any complaint of a violation of the Prevailing Wage Law;
- 9. In the event the County determines that a provision of the Prevailing Wage Law has been violated, the County may withhold payment to the Contractor in an amount sufficient to pay each employee of the Contractor or any PMMD-185 04/10 D1

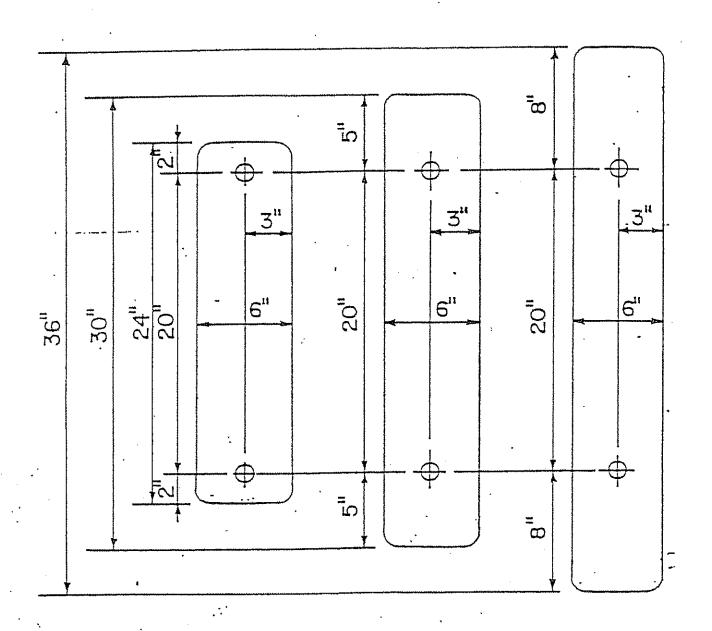
Subcontractors the full amount of wages due under the Prevailing Wage Law, and an amount sufficient to satisfy a liability of a Contractor or any Subcontractors for liquidated damages as provided under the Prevailing Wage Law, pending a final decision on the violation by the County;

- 10. Contractor may appeal a written decision of the Director, Department of General Services, that the Contractor violated a provision of the Prevailing Wage Law to the Chief Administrative Officer ("CAO"), within ten (10) days after receiving a copy of the decision. The CAO must designate a hearing officer to conduct a hearing upon receipt of a timely appeal. If the Contractor does not appeal a written decision within ten (10) days after receipt, the decision of the Director, Department of General Services, becomes final and binding;
- 11. Contractor and all Subcontractors must not discharge, or otherwise retaliate against, an employee for asserting any right under the Prevailing Wage Law or for filing a complaint of a violation;
- 12. An aggrieved employee is a third-party beneficiary of this Contract and the employee may by civil action recover the difference between the prevailing wage for the type of work performed and the amount actually received, with interest and a reasonable attorney's fee; and
- 13. Each Contract subject to the Prevailing Wage Law may specify the payment of liquidated damages to the County by the Contractor and any Subcontractors for any noncompliance with the Prevailing Wage Law. Liquidated damages are: \$10 for each calendar day that the payroll records are late; \$20 per day for each day that an employee is misclassified; and \$50 per violation of the requirement to post the prevailing wage rates at the work site.



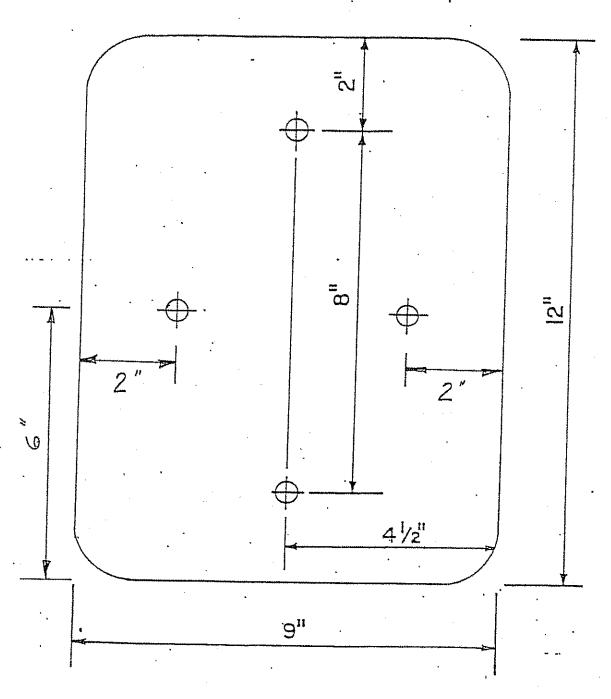
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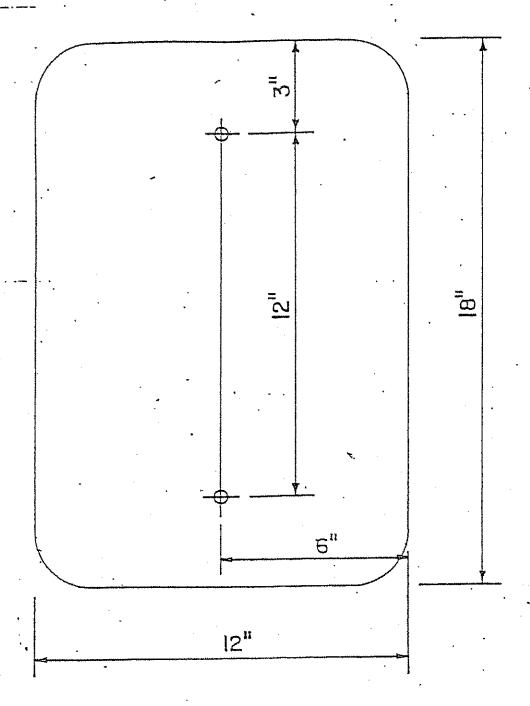
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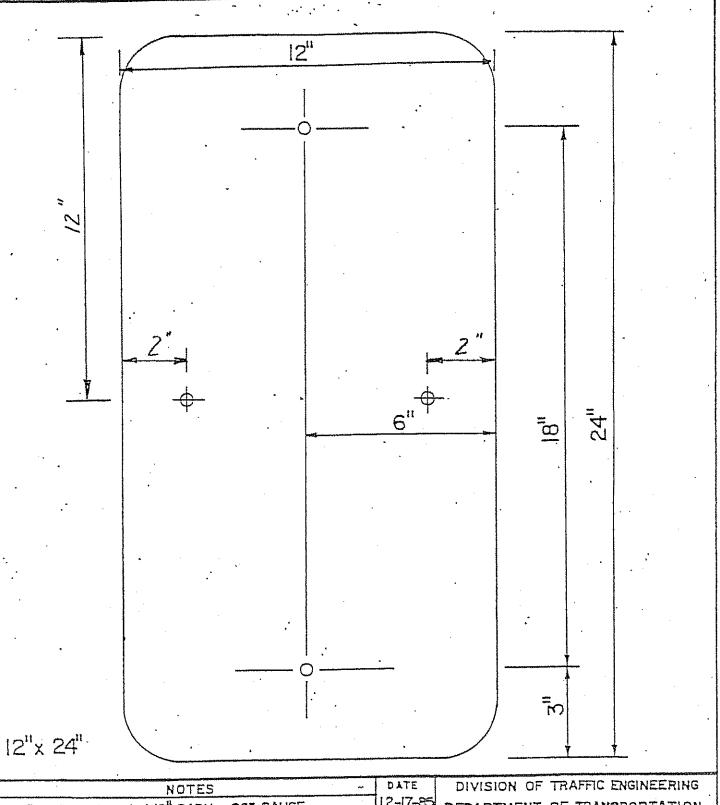
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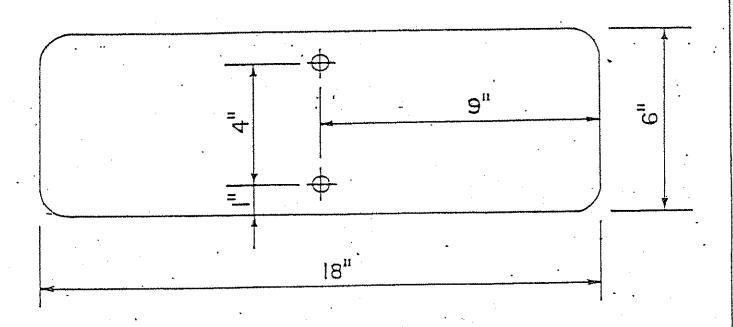


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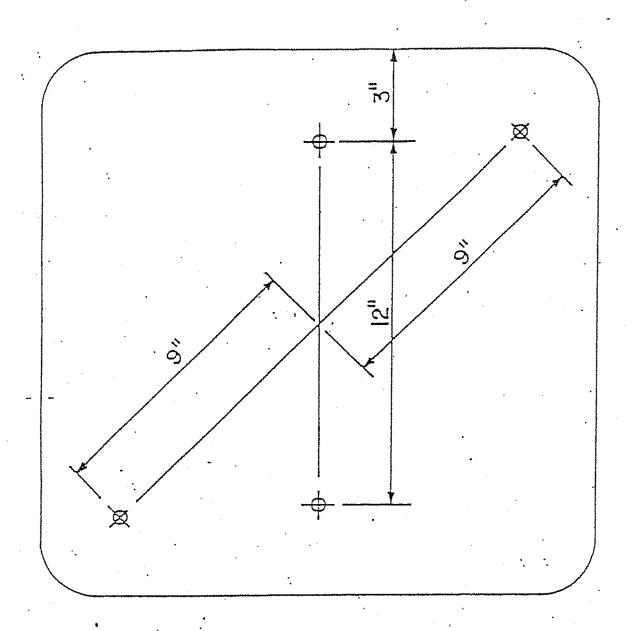


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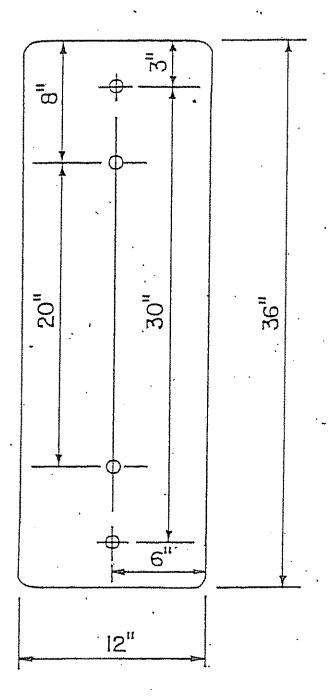
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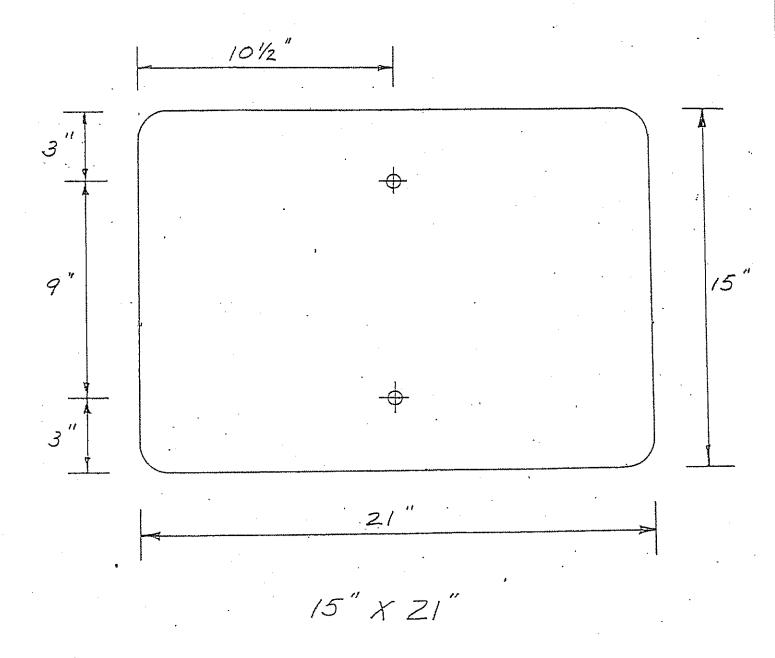
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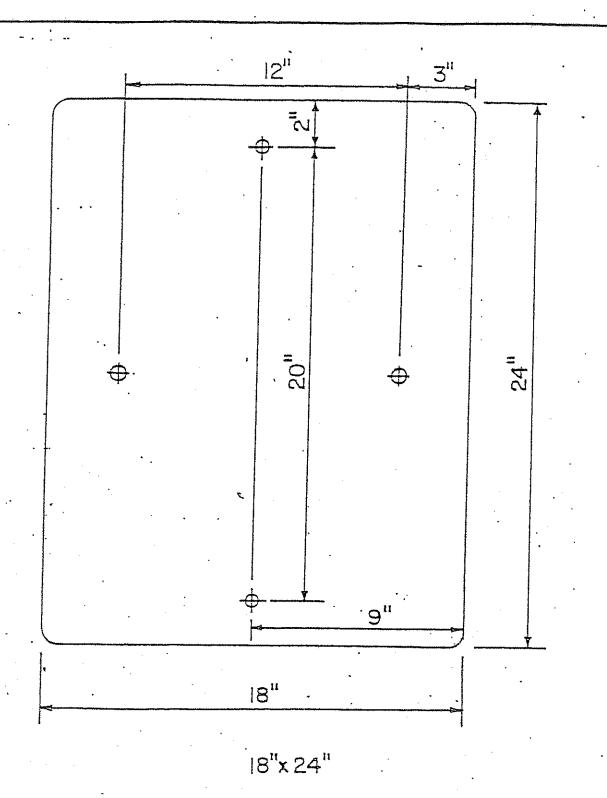


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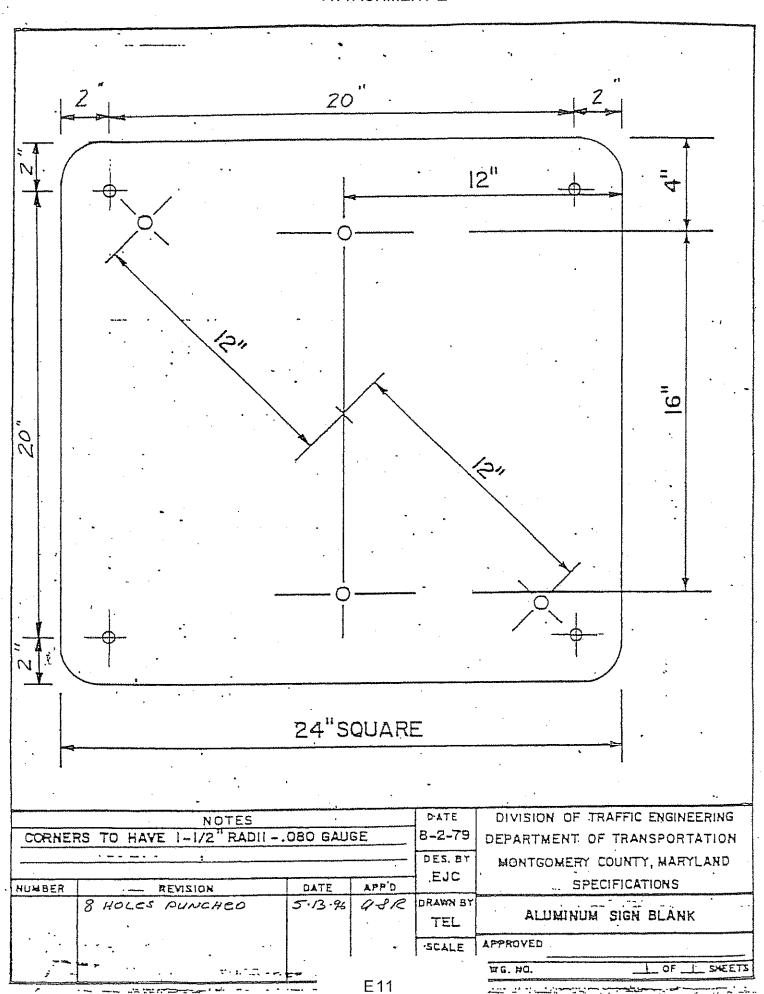
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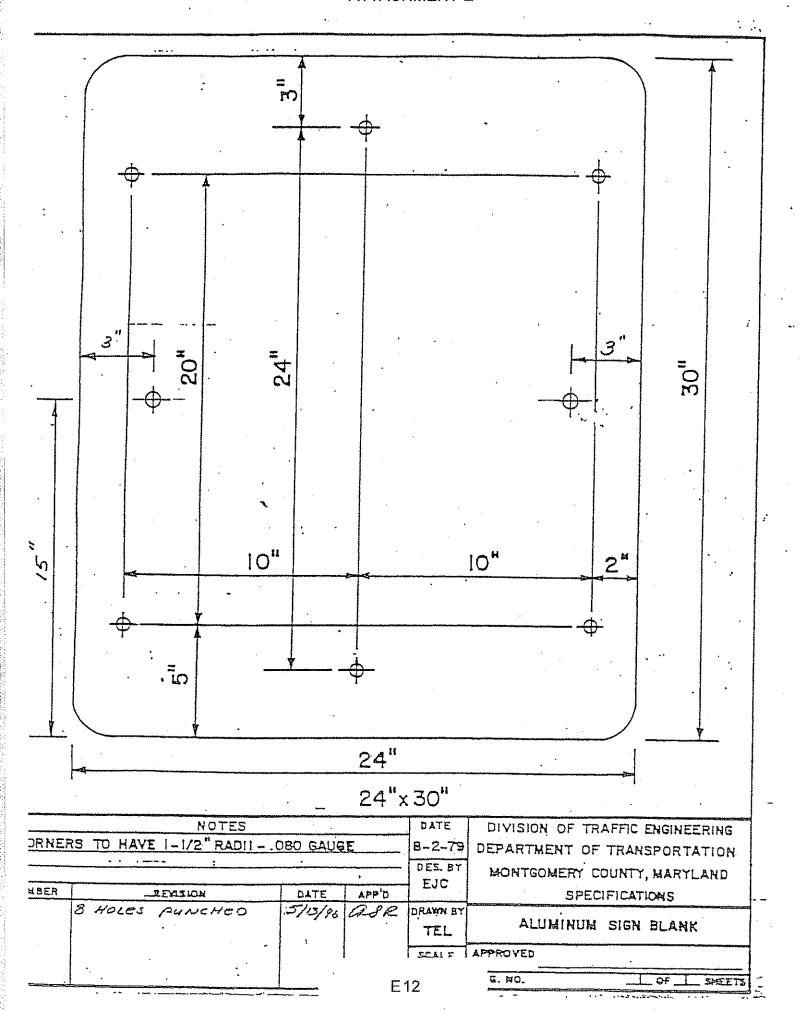


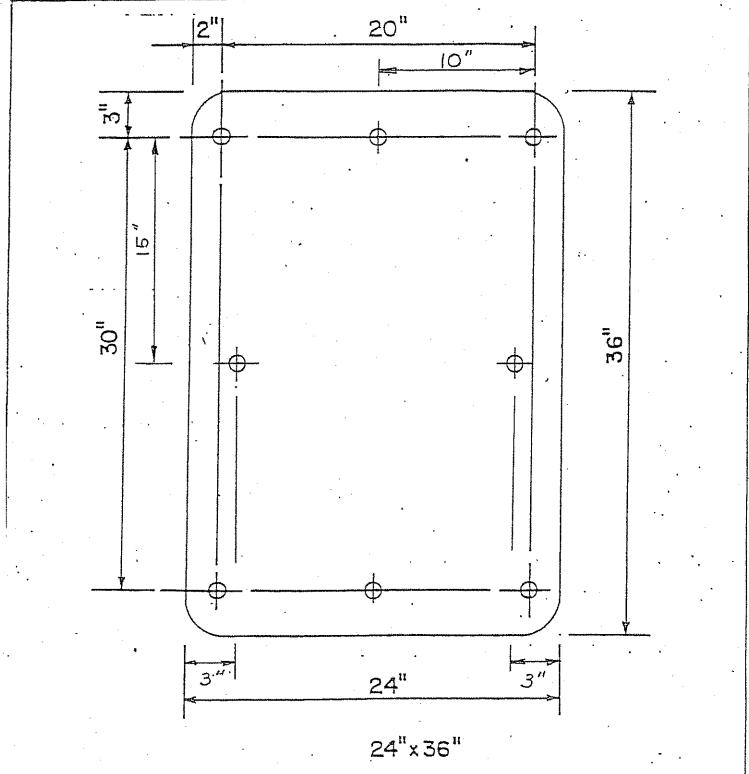
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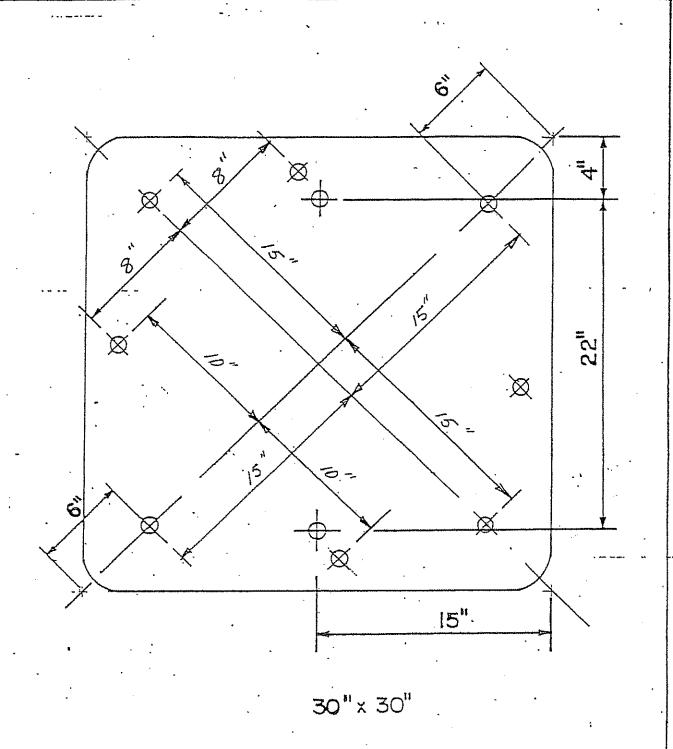
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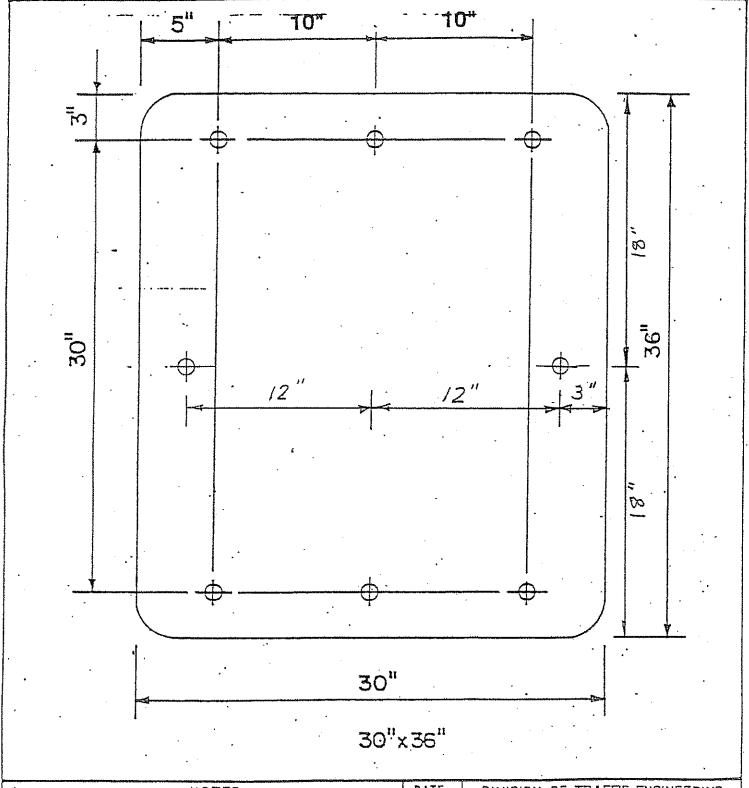




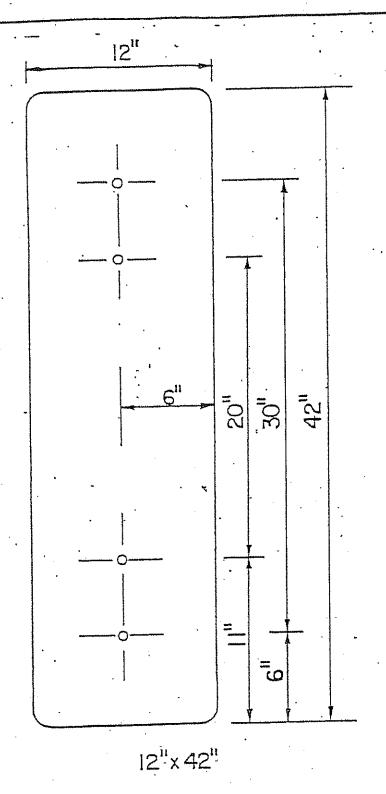
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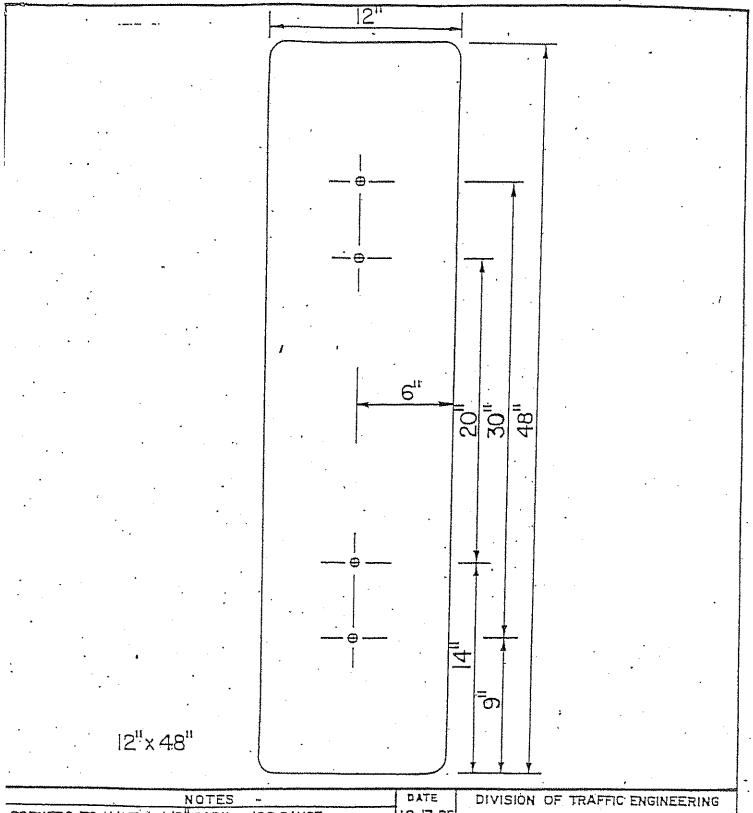
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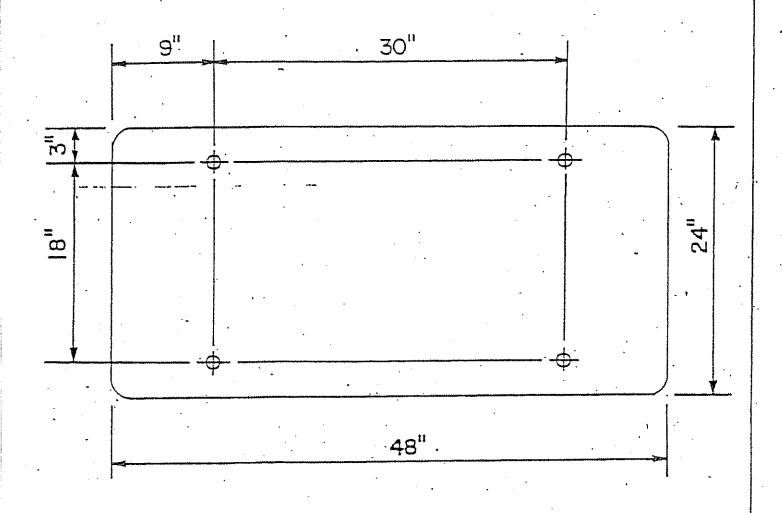
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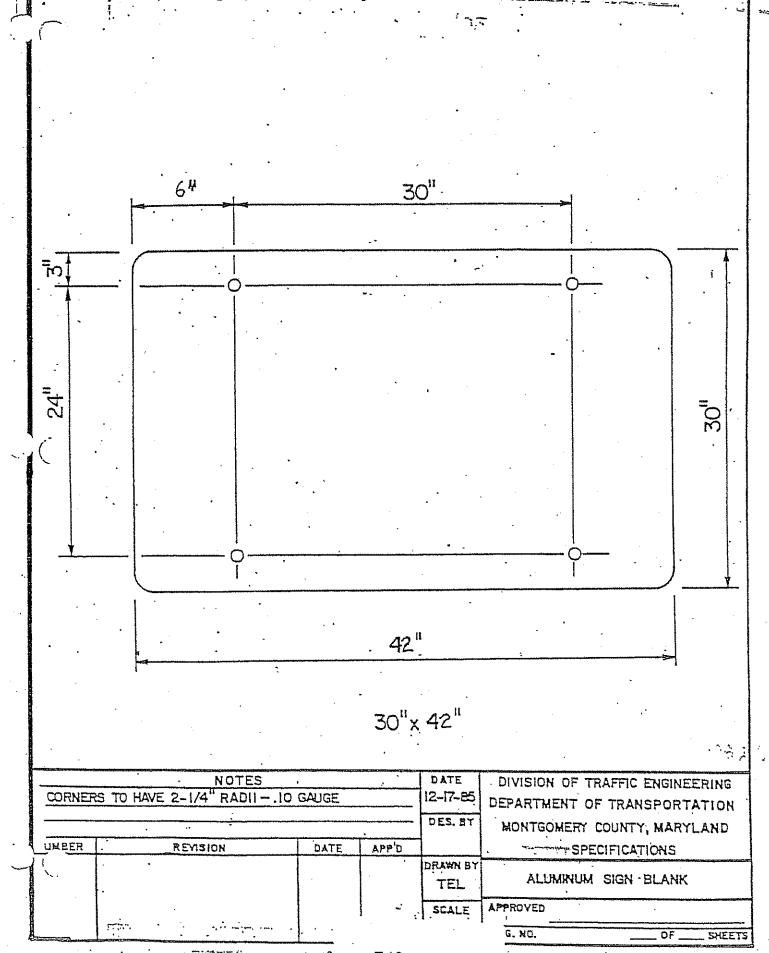


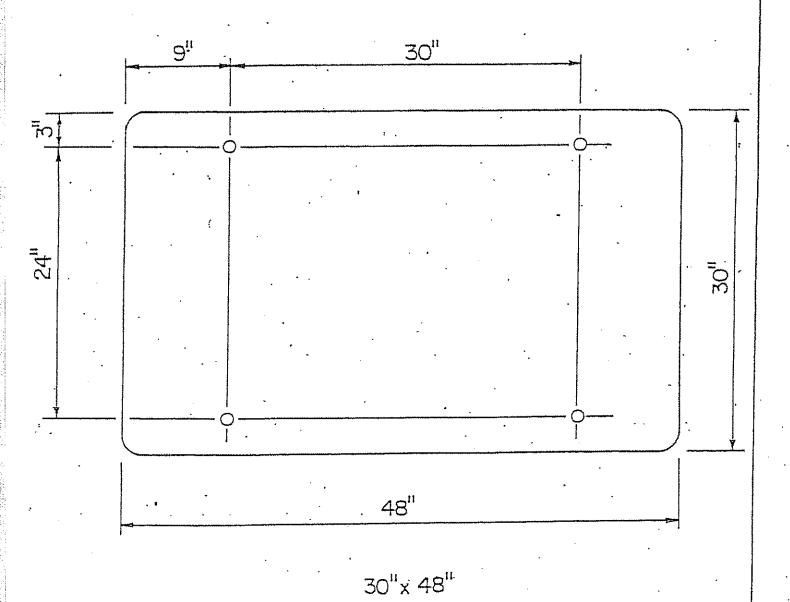
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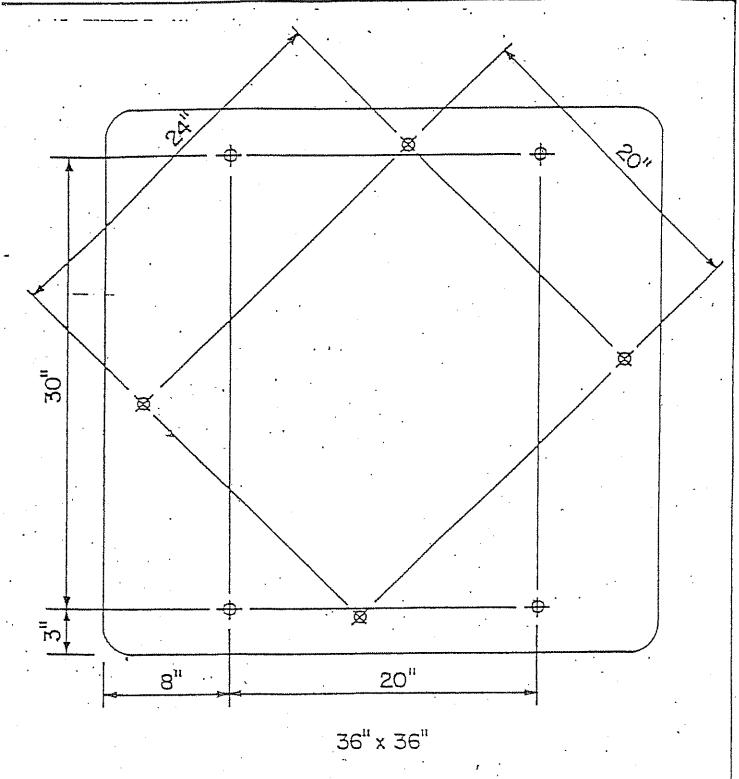
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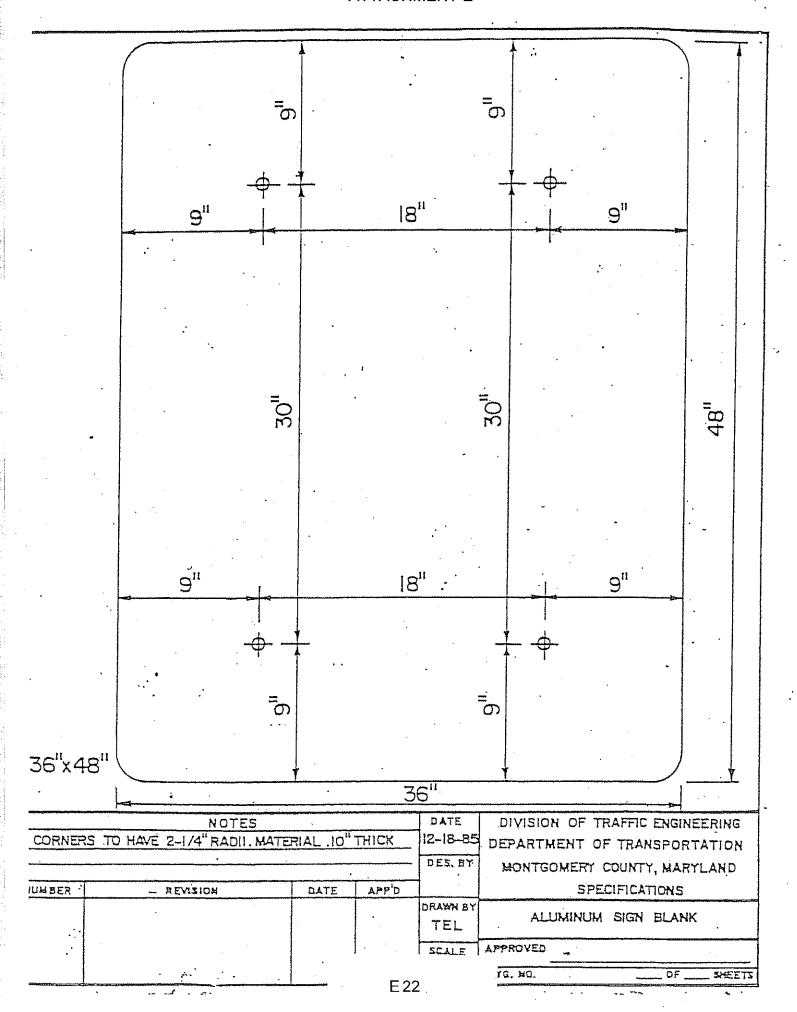


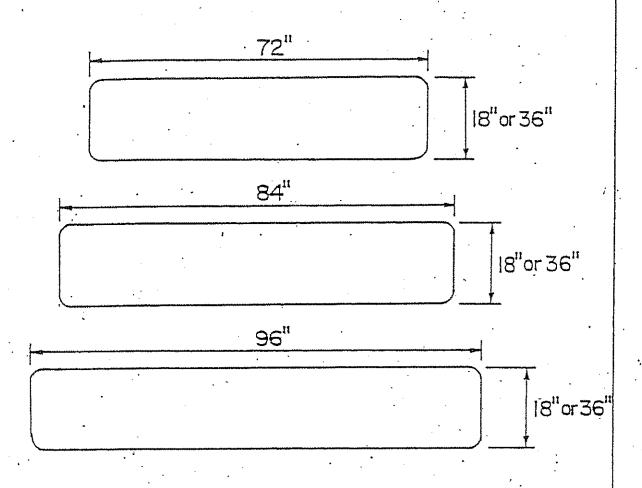


| DRNERS - | NOTES<br>TO HAVE 2-1/4" RADII — .10  | GAUGE |  | DATE<br>12-17-85 | DIVISION OF TRAFFIC ENGINEERING . DEPARTMENT OF TRANSPORTATION |
|----------|--|-------|--|------------------|--|
|          |  |       |  | DES. BY          | MONTGOMERY COUNTY, MARYLAND                                    |
| HEER .   | KEVIZION   | DATE  | APP'D  |                  | SPECIFICATIONS   |
| -        | •  |       | The state of the s | DRAWN BY         | ALUMINUM SIGN BLANK  |
|          |  |       | -  | SCALE            | APPROYED   |
|          | And the second section of the s |       | F  | 20               | 5. NO DF SHEETS  |



|                                       |            |      |       | -        |                                 |
|---------------------------------------|------------|------|-------|----------|---------------------------------|
|                                       | ' NOTES    |      | _     | DATE     | DIVISION OF TRAFFIC ENGINEERING |
| CORNERS TO HAVE 2-1/4" RADII 10 GAUGE |            |      |       | 8-2-79   | DEPARTMENT OF TRANSPORTATION    |
| •                                     |            |      |       | DES. BY  | MONTGOMERY COUNTY, MARYLAND     |
| UMBER                                 | REVISION . | DATE | APP'D | 7 .500   | - SPECIFICATIONS                |
|                                       |            |      |       | DRAWN BY | ALUMINUM SIGN BLANK             |
|                                       | ,          | ,    |       | SCALE    | APPROVED -                      |
|                                       |            |      | -     |          | TWG, NO OF SHEETS               |

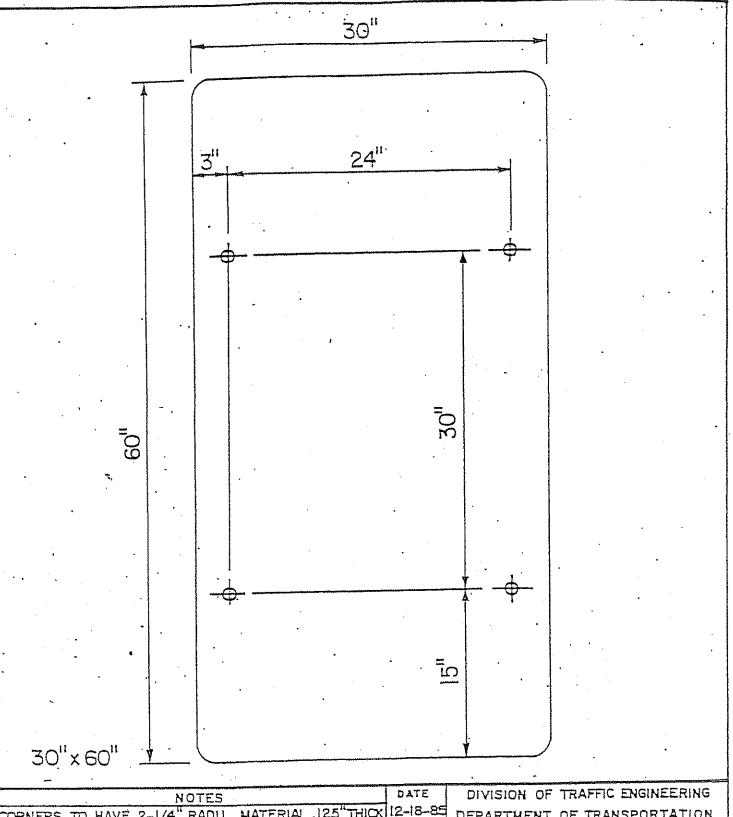




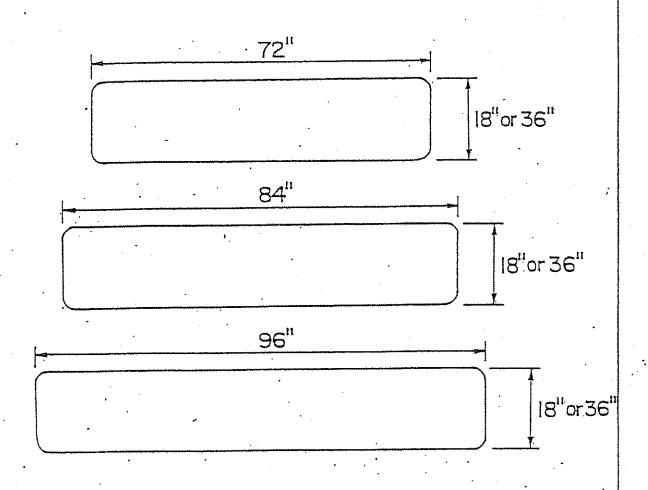
18" x 72", 18" x 84", 18" x 96", 36" x 72", 36" x 84", 36" x 96"

|                   | •                                       | <del></del> . |              |       |          |                                 |
|-------------------|---|---------------|--------------|-------|----------|---------------------------------|
| Re-College (1994) | том -                                   | ES            |              |       | DATE     | DIVISION OF TRAFFIC ENGINEERING |
| 20RNE             | ORNERS TO HAVE . 3" RADII125" THICKNESS |               |              |       | 12-17-85 | DEPARTMENT OF TRANSPORTATION    |
|                   |   |               |              |       | DES. BY  | MONTGOMERY COUNTY, MARYLAND     |
| HBER              |   | <u>,</u>      | DATE         | APP'D |          | SPECIFICATIONS                  |
| l.                | ADOED 36" SIZES                         | •             | 3/88         |       | DRAWN BY | ALUMINUM SIGN BLANK             |
| * .               |   |               | _            | -     | SCALE    | APPROYED                        |
| •                 | * ·                                     | •             | <del>-</del> |       | _        | DWG. NO OF SMEETS               |

· E23

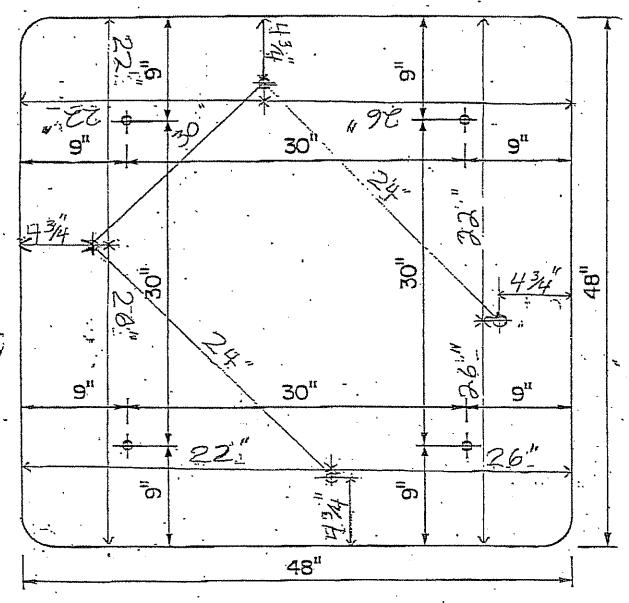


|       |                            |             |           | 1 1      |                              |
|-------|----------------------------|-------------|-----------|----------|------------------------------|
| CORNE | RS TO HAVE 2-1/4" RADII. > | ATERIAL .   | 125"THICK | 12-18-85 | DEPARTMENT OF TRANSPORTATION |
|       |                            | <del></del> |           | DES. BY  | MONTGOMERY COUNTY, MARYLAND  |
| JMBER | REVISION                   | DATE        | מ'קעג     |          | SPECIFICATIONS               |
| . 1   | REV. HOLE PATTERN          | 3/88        |           | TEL      | ALUMINUM SIGN BLANK          |
| •     | , , , , , ,                |             | -         | SCAIF    | APPROVED ,                   |
|       |                            |             | E 24      | 4        | . HO. OF SHEETS              |



18" x 72", 18" x 84", 18" x 96", 36" x 72", 36" x 84", 36" x 96"

|             |                    | _       |            |       |          |                                 |
|-------------|--------------------|---------|------------|-------|----------|---------------------------------|
| <del></del> | - NOT              | E5      |            | •     | DATE     | DIVISION OF TRAFFIC ENGINEERING |
| 30RNE       | S TO HAVE . 3" RAI | 125 110 | "THICKNE   | ESS   | 12-17-85 | DEPARTMENT OF TRANSPORTATION    |
|             | 1                  |         |            |       | DES. BY  | MONTGOMERY COUNTY, MARYLAND     |
| MBER        | REVISION           |         | DATE .     | APP'D |          | SPECIFICATIONS                  |
| 1.          | ADOED 36" SIZES    | •       | 3/88       |       | DRAWN BY | ALUMINUM SIGN BLANK             |
|             |                    |         | *          |       | SCALE    | APPROYED                        |
| . •         | 1 .                |         | <b>-</b> - | E:    | 25       | G. NO DF SHEETS                 |

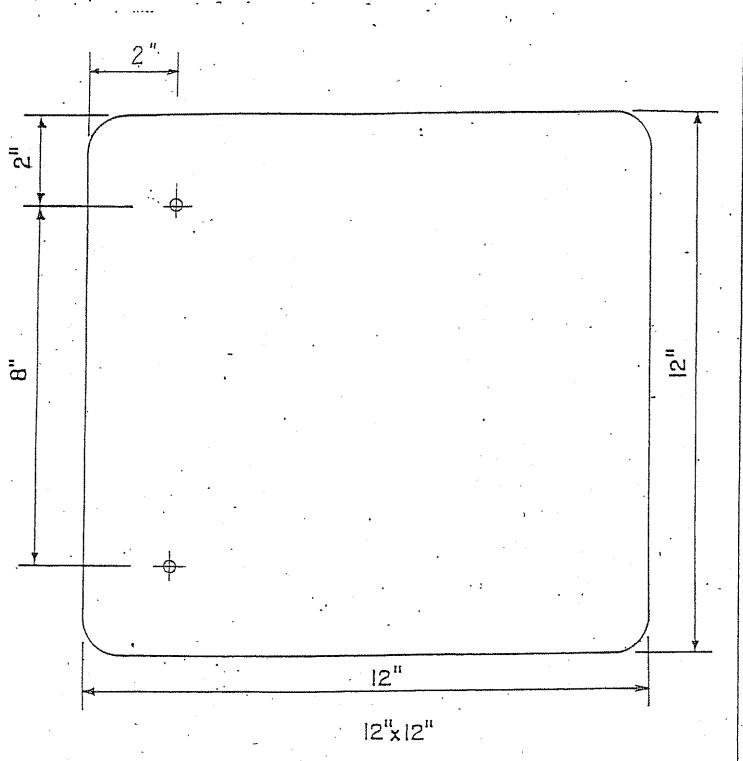


48"x48"

|                                  | ai in a li in anni in anni anni         |                     |          |                                 |
|----------------------------------|---|---------------------|----------|---------------------------------|
| . NOTES .                        |   |                     | DATE     | DIVISION OF TRAFFIC ENGINEERING |
| RNERS TO HAVE 3" RADII, MATERIAL | , וצב"דווי                              | CK .                | 12-1885  | DEPARTMENT OF TRANSPORTATION    |
|                                  | · · · · · · · · · · · · · · · · · · ·   |                     | DEZ BY   | MONTGOMERY COUNTY, MARYLAND     |
| TR PENSION                       | DATE                                    | מ <sup>יקיק</sup> ג | 1        | SPECIFICATIONS                  |
| New HUE PATTERN (8 HOLES)        | 7-24-95                                 | IMR                 | DRAWN BY | ALUMINUM SIGN BLANK             |
|                                  | ٠ , , , , , , , , , , , , , , , , , , , |                     | SCALE    | APPROVED                        |
|                                  | ACTION ACTION                           | •                   | •        | . NO. OF SHEETS                 |

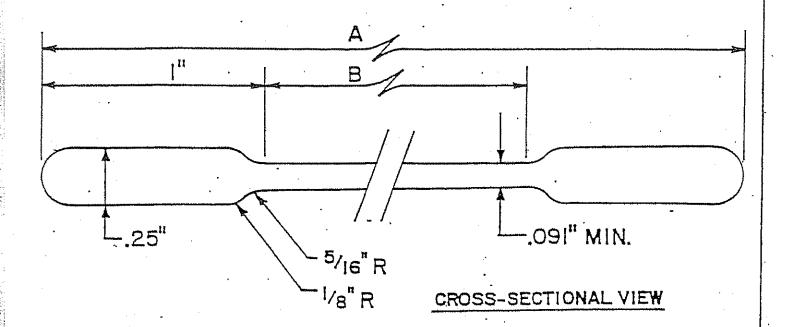
PATE 7-24-95 FMR Ledon CFD

E 26.



|  | NOTES                             |         | DATE        | DIVISION OF TRAFFIC ENGINEERING |                              |
|--|-----------------------------------|---------|-------------|---------------------------------|------------------------------|
| ORNEF                                  | RNERS TO HAVE 3/4" RADII063 GAUGE |         |             | 8-8-79                          | DEPARTMENT OF TRANSPORTATION |
|  |                                   |         | ,,,,,,,,,,, | DES. BY                         | MONTGOMERY COUNTY, MARYLAND  |
| BER                                    | REVISION                          | DATE    | APPD        |                                 | SPECIFICATIONS ·             |
| ٠.                                     | REVISED NOLE SPACING              | 5-13.94 | asr.        | DRAWN BY                        | ALUMINUM BUS STOP SIGN BLANK |
|  |                                   |         |             | SCALE                           | APPROVED                     |
| ************************************** |                                   |         | E2          | 7                               | JWG. NO OF SHEETS            |

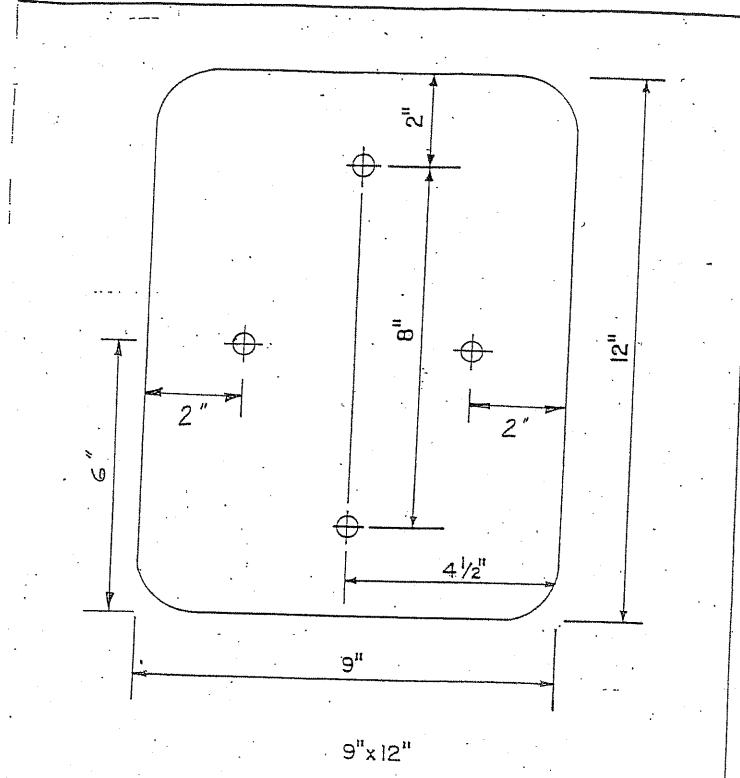
## TYPICAL SECTION



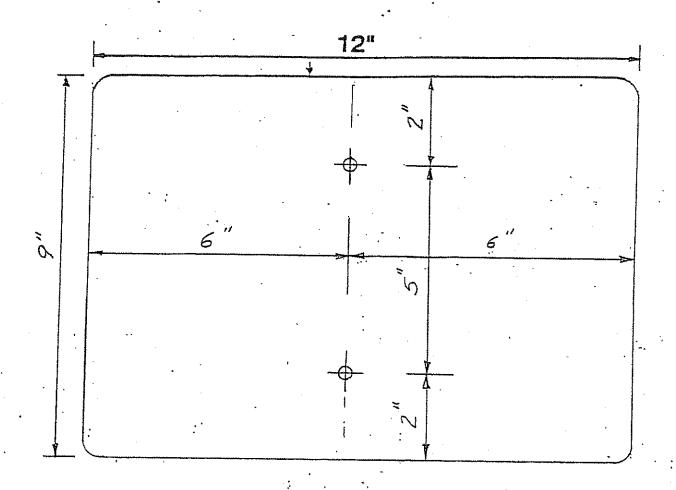
## SIGN BLANK DIMENSIONS (WHERE APPLICABLE)

| · A   | . <u>B</u> | ALCOA SECTION<br>HUMBER | REYNOLDS SECTION HUMBER |
|-------|------------|-------------------------|-------------------------|
|       |            |                         |                         |
| 63/4" | 43/411     | 74846                   | 21471                   |
| 9"    | 7"         | 83779                   | 20779                   |

|       | · NOTES  | •    | DATE       | DIVISION OF TRAFFIC ENGINEERING |                                    |
|-------|----------|------|------------|---------------------------------|------------------------------------|
| ····  |          |      |            | 8-3-79                          | DEPARTMENT OF TRANSPORTATION       |
|       |          |      |            | DES. BY                         | MONTGOMERY COUNTY, MARYLAND        |
| JMBER | REVISION | DATE | DATE APP'D |                                 | SPECIFICATIONS                     |
|       |          |      |            | DRAWN BY                        | EXTRUDED ALUMINUM STREET NAME SIGN |
|       |          |      |            | SCALE                           | APPROYED                           |
|       | •        |      |            |                                 | AC. HOOFSHEETS                     |

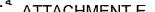


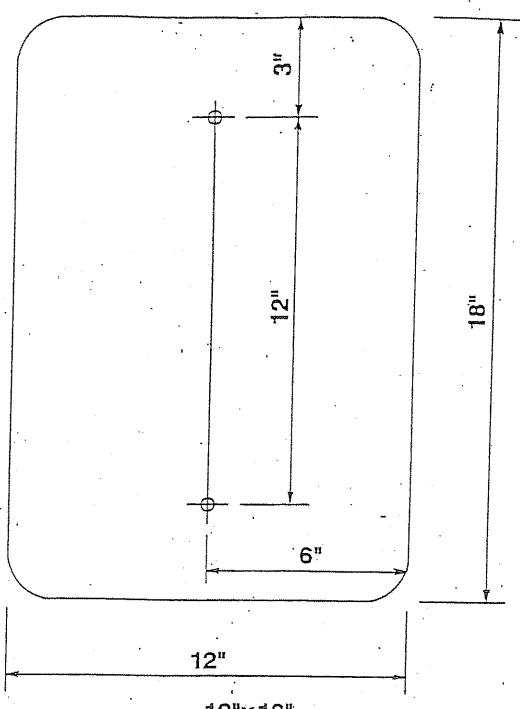
| ORNE  | NOTES  ORNERS TO HAVE I-1/2" RADII063 GAUGE : |         |       |                        | DIVISION OF TRAFFIC ENGINEERING DEPARTMENT OF TRANSPORTATION MONTGOMERY COUNTY, MARYLAND |
|-------|---|---------|-------|------------------------|--|
| ₩ BER | 4 HOLES PUNCHED                               | 5-13.96 | APP'O | EJC<br>DRAWN BY<br>TEL | ALUMINUM SIGN BLANK  |
|       |   |         | F:    | SCALE                  | APPROVED  DWG. MO OF SMEETS  |



# BY TAG OR PERMIT ONLY

| CORNERS TO | ,              | TES<br>/4" RADII0 | 163 GAI | DATE<br>4-23-91 | are an imperior of themself (HIN) |                                      |
|------------|----------------|-------------------|---------|-----------------|-----------------------------------|--------------------------------------|
| ,          | <b>Paris 1</b> |                   |         | 7               | DES. BY                           | MONTGOMERY COUNTY, MARYLAND          |
|            | NUMBER         | REVISION          | DATE    | APP'D           | ] WSW                             | FINISHED ALUMINUM SIGN               |
|            |                | •                 |         |                 | DRAWN BY                          | HOLE PATTERN                         |
| :          |                |                   |         |                 | TEL                               | APPROYED                             |
| •          |                |                   |         | ~               | SCALE                             | CHEF, DIVISION OFTRAFFIC ENGINEERING |
|            | ,              | <del></del>       | . ,     |                 | , IONE                            | OREG. NOOF SHEETS                    |

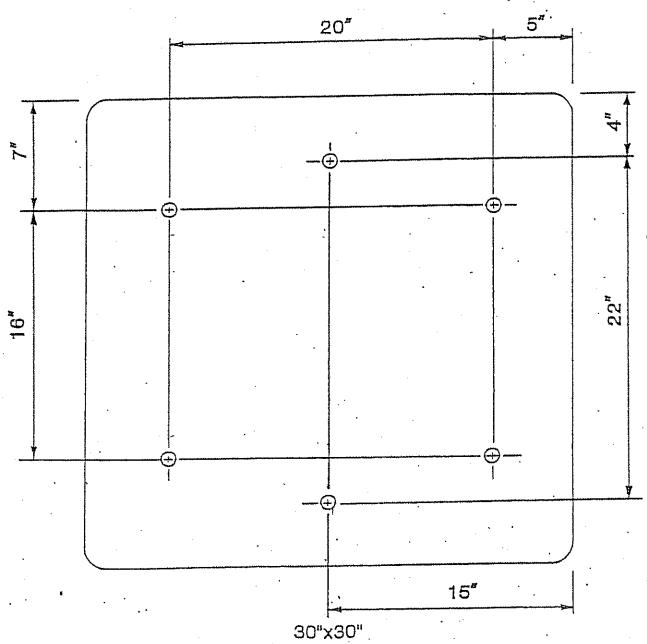




12"x18"

# RESERVED PARKING (NO ARROWS) (R7-8) NO PARKING SYMBOL L/A,R/A,D/A (R7-31A)

|                                       | IAO          | PARKING  | SIME                      | OL L/  | A,M/A,L      | J/A (H7-3 IA)                                  |
|---------------------------------------|--------------|----------|---------------------------|--|--------------|--|
| CORNERS TO                            | NOTE<br>1-1/ |          | DATE<br>8-1-79<br>DES. BY | DIVISION OF TRAFFIC ENGINEERING<br>DEPARTMENT OF TRANSPORTATION<br>MONTGOMERY COUNTY, MARYLAND |              |  |
| •                                     | нонвек       | REVISION | DATE                      | APP'D  | EJC -        | FINISHED ALUMINUM SIGN HOLE PATTERN            |
|                                       |              |          |                           | , .  | TEL<br>SCALE | APPROVED CHIEF, DIVISION OFTRAFFIC ENGINEERING |
| · · · · · · · · · · · · · · · · · · · |              |          |                           | E 24   |              | ORAG. NOOFSHEETS                               |



### NOTE:

CORNERS TO HAVE 1-1/2" RADII - .080 GAUGE

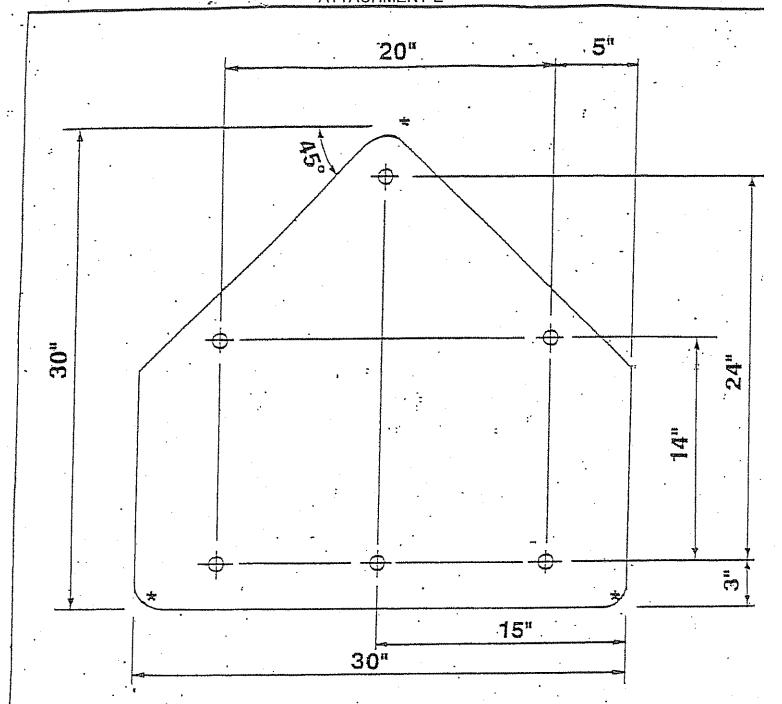
RIGHT LANE MUST TURN RIGHT (R3-7F NO LEFT TURN SYMBOL (R3-2L) DO NOT ENTER (R5-1)

DATE 3/21/88 DES. BY MLLT DRAWN BY TEL

DIVISION OF TRAFFIC ENGINEERING DEPARTMENT OF TRANSPORTATION MONTGOMERY COUNTY, MARYLAND

REVISION APP'D . NUMBER DATE FINISHED ALUMINUM SIGN HOLE PATTERN APPROVED SCALE CHIEF, DIVISION OFTRAFFIC ENGINEERING

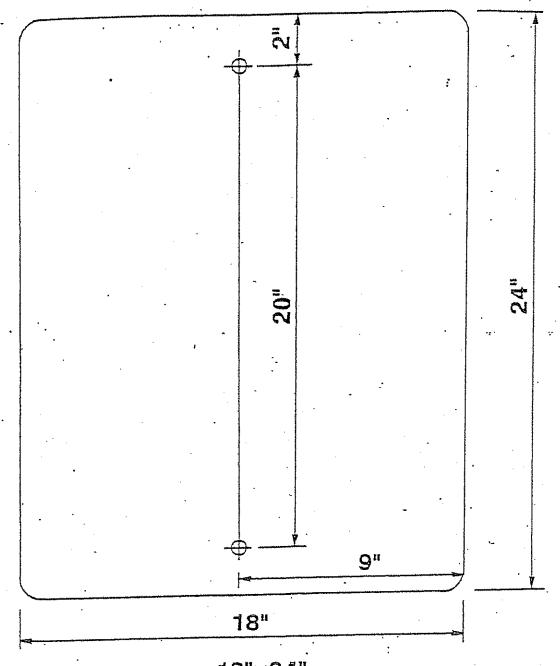
E33 .



# 30"x30" PENTAGON

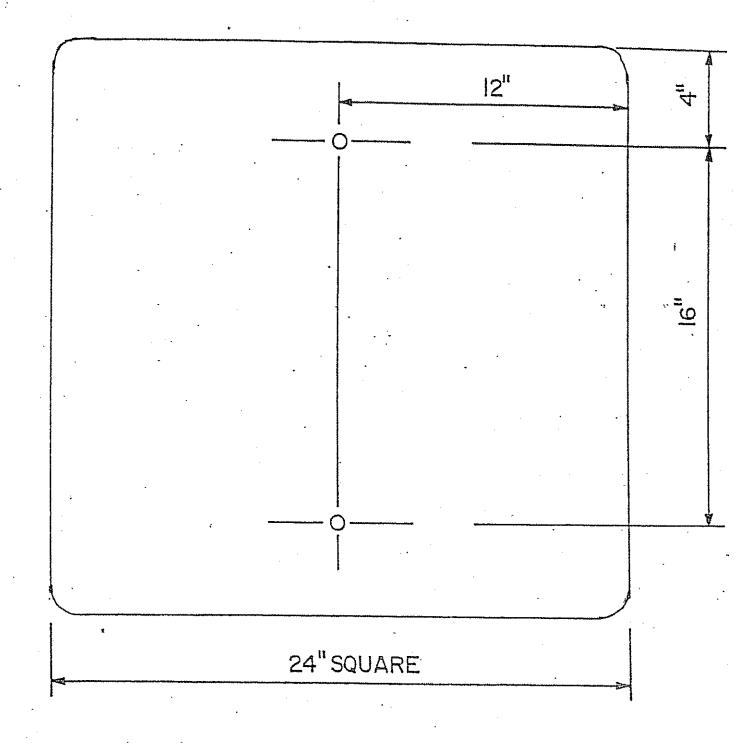
## SCHOOL ADVANCE (S1-1) SCHOOL CROSSING (S2-1)

| CORNERS NOT<br>RADII080 G.             | ED BY = ( | OTES<br>ONLY SHALL | . HAVE | 1-7/8* | DATE<br>8-2-79<br>DES.RY | DIVISION OF TRAFFIC ENGINEERING DEPARTMENT OF TRANSPORTATION MONTGOMERY COUNTY, MARYLAND |
|--|-----------|--------------------|--------|--------|--------------------------|--|
| •                                      | MUMBER    | REVISION           | DATE   | APP'D  | EJC                      | FINISHED ALUMINUM SIGN<br>HOLE PATTERN   |
| •                                      |           | ** *               | -      |        | TEL                      | APPROVED   |
| ************************************** |           |                    |        | E 3/I  | SCALE                    | CHEF, DIVISION OF TRAFFIC ENGINEERING DREG, NOOF SHEETS                                  |



18"x24"
SPEED LIMIT 25 (R2-1)
KEEP RIGHT SYMBOL (R4-7)
CHEVRON (W1-8)

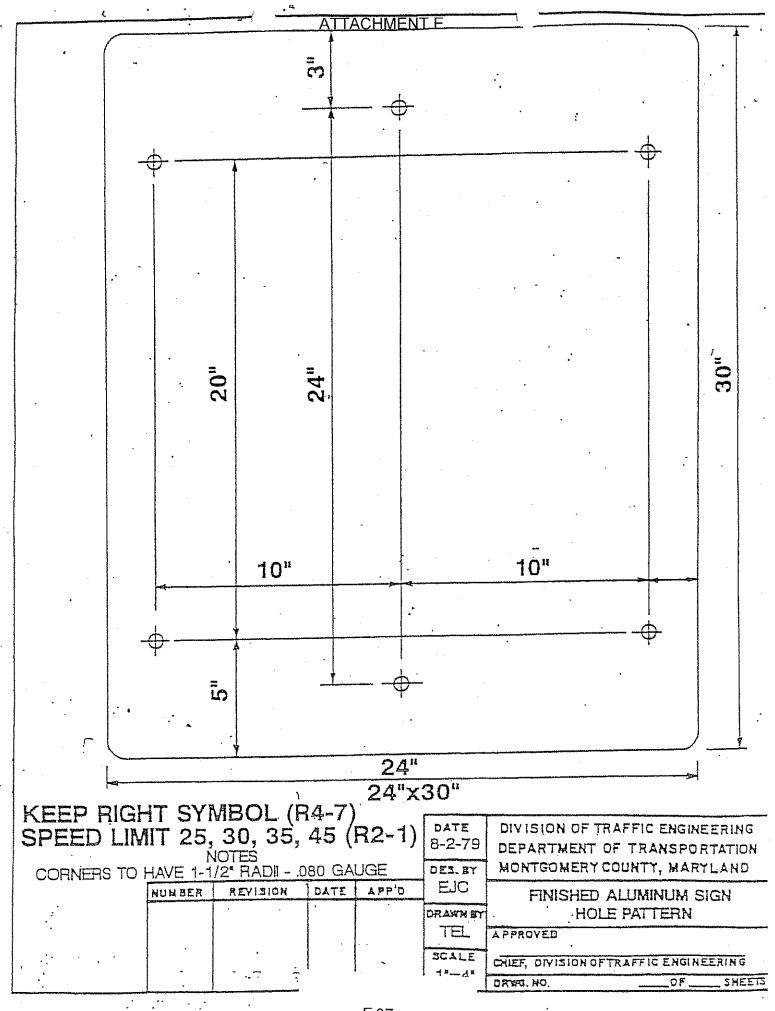
|     | CORNERS TO |        | OTES<br>1/2" RADII - | 0.80 G | AUGE  | DATE<br>8-2-79<br>DE3.BY | DIVISION OF TRAFFIC ENGINEERING<br>DEPARTMENT OF TRANSPORTATION<br>MONTGOMERY COUNTY, MARYLAND |
|-----|------------|--------|----------------------|--------|-------|--------------------------|--|
| • • |            | HUHBER | REVISION             | DATE   | APP'D | EJC<br>DRAWN ST          | FINISHED ALUMINUM SIGN<br>HOLE PATTERN   |
|     |            |        |                      | -      |       | TEL                      | APPROVED  CHIEF, DIVISION OFTRAFFIC ENGINEERING  |
|     |            |        |                      | E      | 35    | Alexandra                | ORFO. NO. DF SHE   |

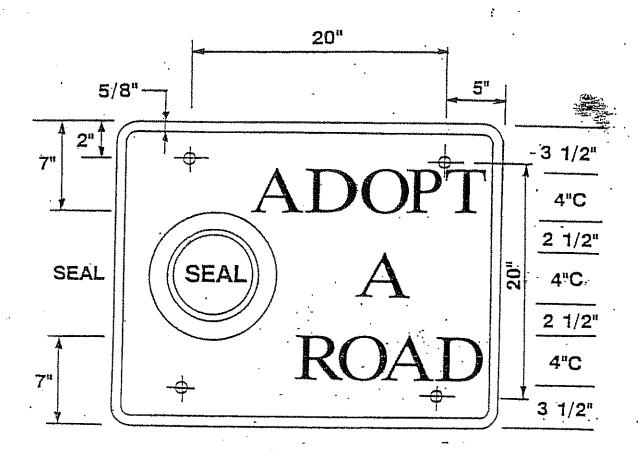


|        | No Left Turn   | Sumbol     | R3-                        | 2L H      | t.I  |  |
|--------|--|------------|----------------------------|-----------|--|--|
| CORNE  | NOTES RS TO HAVE 1-1/2" RADN-                        | -080 GAUGE |                            | DATE 3/88 | DIVISION OF TRAFFIC ENGINEERII<br>DEPARTMENT OF TRANSPORTATI |  |
| HUMBER | REVISION   | DES. BY    | MONTGOMERY COUNTY, MARYLAN |           |  |  |
| 1      | MBER REVISION DATE APP'E  / NLT SYMBOL 10-7-53 Brill |            |                            |           | SPECIFICATIONS FINISHED ALUMINUM SIGN REGULATORY SERES       |  |
|        |  |            | 20                         |           | APPROVED   |  |

E36

APPROVED





LEGEND & BORDER - BLUE

**BACKGROUND** 

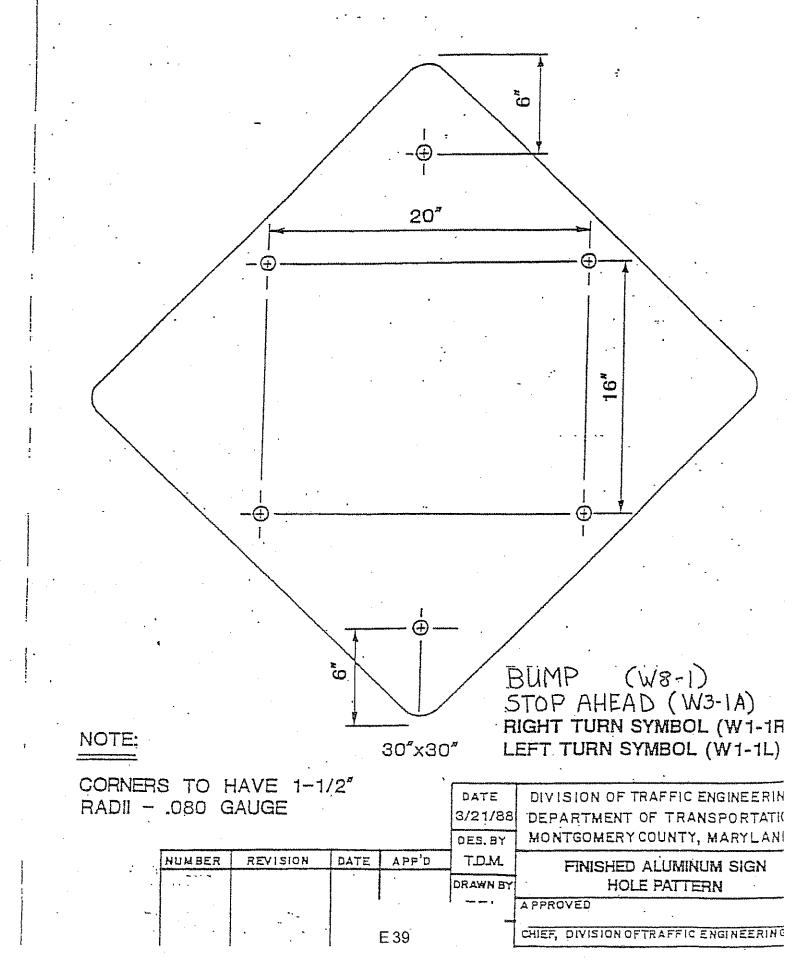
- WHITE

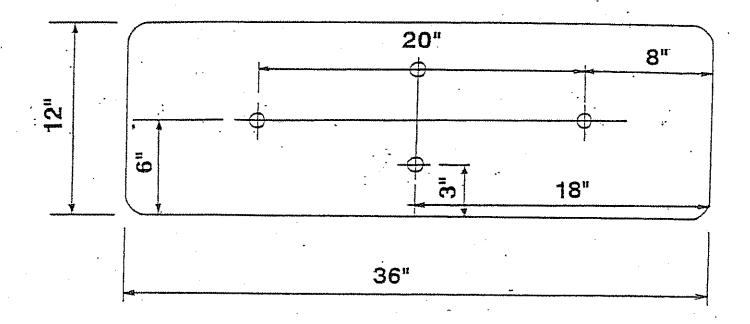
MATERIAL

- HIGH INTENSITY
REFLECTIVE SHEETING

30"x24" ADOPT-A-ROAD

| go-men hallenhijenne <u>end verso</u> elenne hallenhijk |          | ************************************** |      | DATE<br>4-23-91<br>DES. BY | S and the second section of the second section is the second section s |
|---|----------|--|------|----------------------------|--|
| NUMBER  | REVISION | DATE                                   | APPO | WSW                        | FINISHED ALUMINUM SIGN   |
|   |          |  |      | TEL.                       |  |
|   |          | ,                                      | •    | SCALE .                    | CHEF, DIVISION OF TRAFFIC ENGINEERING  |
|   |          | <b>.</b>                               |      | _                          | DRWG. NO:OFSHE   |

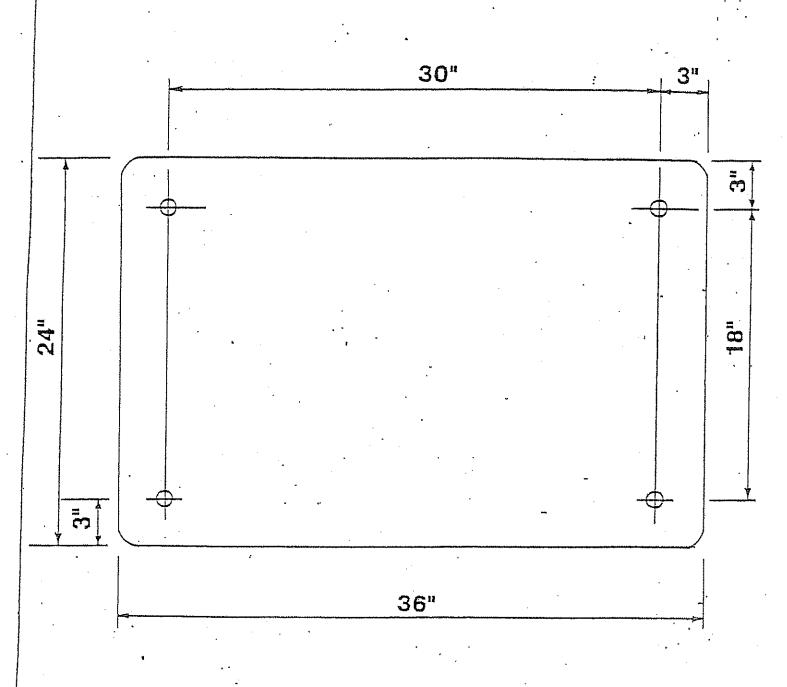




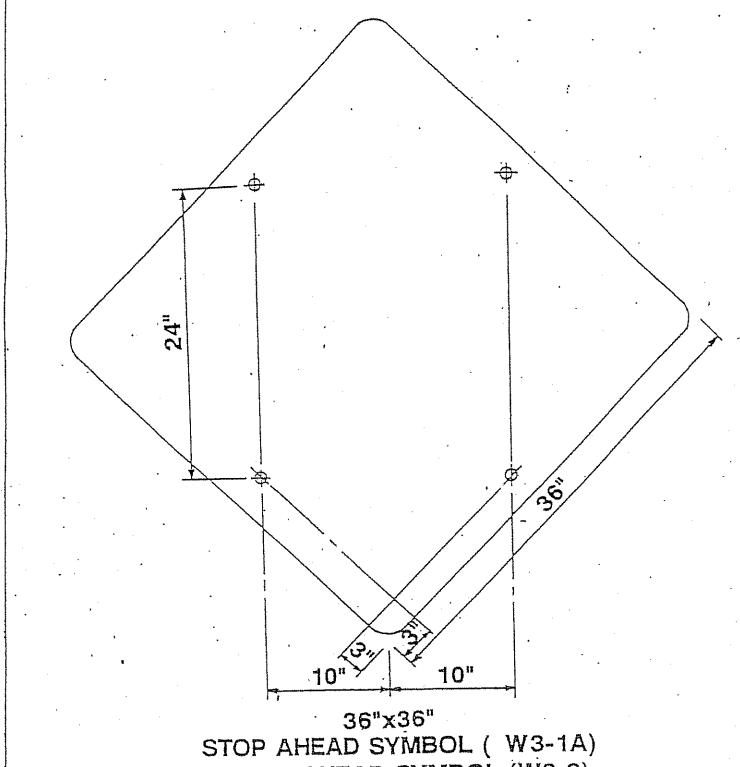
36"x12"

# ONE WAY (L) & (R) (R6-1)

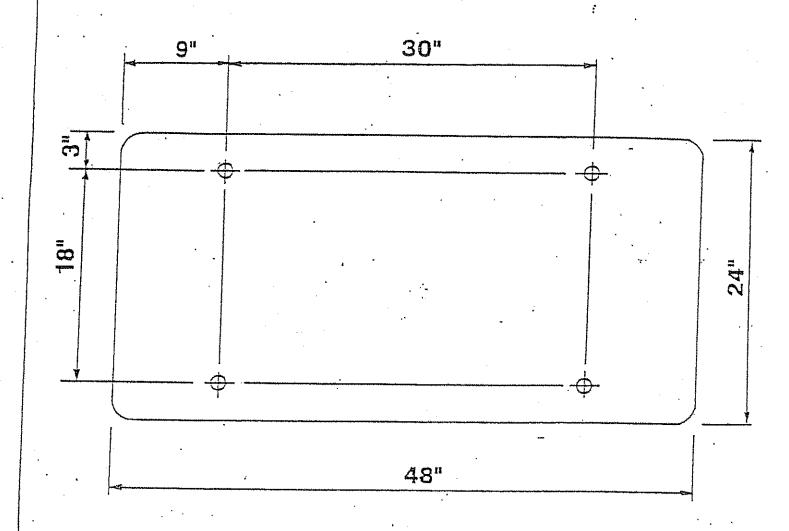
| CORNERS T      | • • •  | OTES<br>1/2" RADII - | .080. | AUGE         | DATE<br>8-2-79<br>DES. BY | DIVISION OF TRAFFIC ENGINEERING<br>DEPARTMENT OF TRANSPORTATION<br>MONTGOMERY COUNTY, MARYLAND  |
|----------------|--------|----------------------|-------|--------------|---------------------------|---|
| <del>-</del> . | HUMBER | REVISION             | DATE  | APP'D        | EJC                       | FINISHED ALUMINUM SIGN<br>HOLE PATTERN  |
|                |        |                      |       |              | TEL                       | APPROVED  |
|                |        | •                    |       |              | SCALE<br>10 10            | CHIEF, DIVISION OFTRAFFIC ENGINEERING   |
|                |        | _                    |       | F <b>4</b> 0 | ٠. م.                     | OR DE CON DE COND. |



|  |                  | •   |        | 36">                        | (24"           |  |
|--|------------------|---|--------|-----------------------------|----------------|--|
|  |                  | . W   | RONG   | YAY                         | SIĢN (F        | R5-9)  |
| CORNERS TO                             | NOTI<br>HAVE 1-1 |   | BO GAU | IGE                         | DATE<br>8-2-79 | DIVISION OF TRAFFIC ENGINEERING DEPARTMENT OF TRANSPORTATION |
|  | HUMBER           | REYISION  | EJC:   | MONTGOMERY.COUNTY, MARYLAND |                |  |
| • .                                    |                  |   | DATE   | A'RP'D                      | DRAWN BY       | , non-ranchia  |
| - •                                    |                  | . <del></del>   |        | *                           | SCALE          | APPROVED  CHIEF, DIVISION OF TRAFFIC ENGINEERING             |
| ************************************** |                  | To a superior the state of the |        | E41                         | ,<br>          | OR - SHEETS  |

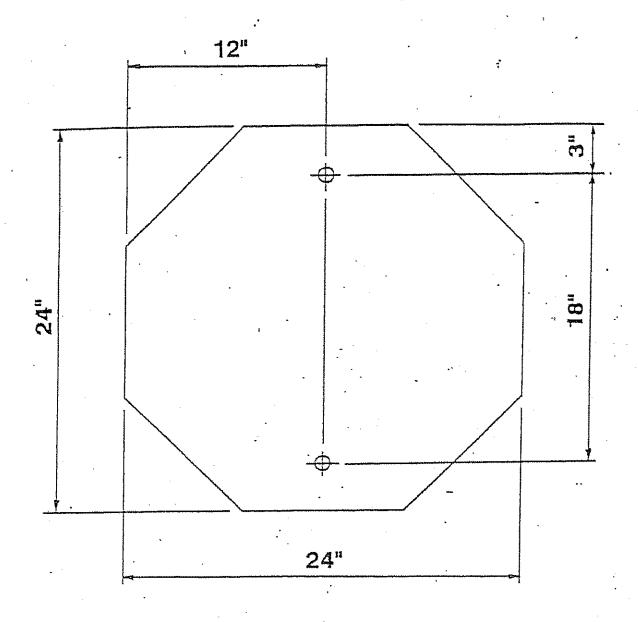


| 44         |           | SIGNAL       | AHE     | AD S                        | YMBC                                   | )L (W3-3)  |
|------------|-----------|--------------|---------|-----------------------------|--|--|
| •          | •         | IOTES        | ,       |                             | DATE<br>3/88                           | DIVISION OF TRAFFIC ENGINEERING DEPARTMENT OF TRANSPORTATION |
| CORNERS TO | D HAVE 2- | 1/4" RADII - | DES. BY | MONTGOMERY COUNTY, MARYLAND |  |  |
|            | NUMBER    | REVISION     | DATE    | APP'D                       | MOT                                    | - FINISHED ALUMINUM SIGN                                     |
|            |           | •            |         |                             | DRAWN BY                               | HOLE PATTERN   |
|            |           |              |         | TEL                         | APPROVED                               |  |
| •          |           |              |         | SCALE                       | CHIEF, DIVISION OF TRAFFIC ENGINEERING |  |
| •          |           |              |         | E 42                        | Ξ,                                     | DRAG. HO OF SHEET  |



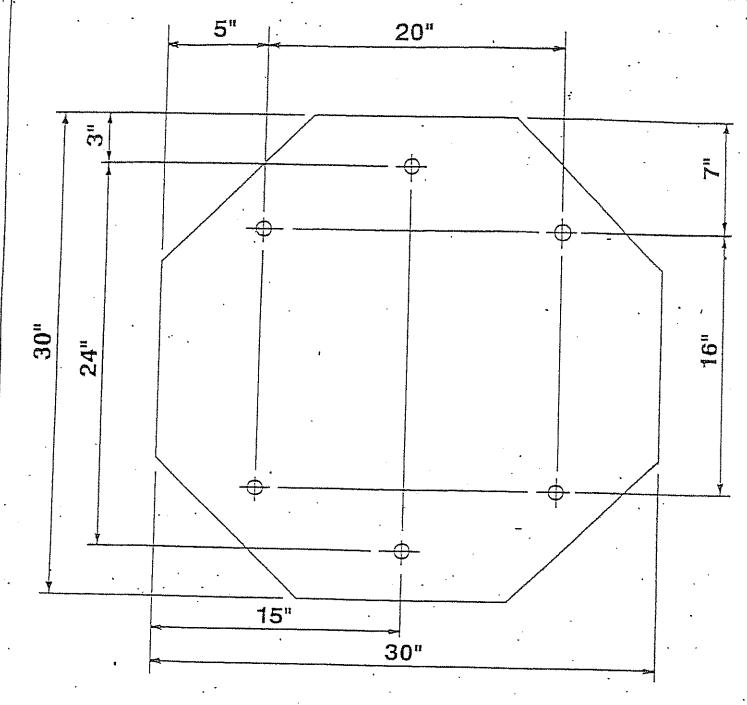
48"x24" BILLBOARD ARROW (W1-6)

| CORNERS TO | , -  | OTES<br>1/4" RADII - | .10 GA | MGE   | DATE<br>8-3-79<br>DES. BY | DIVISION OF TRAFFIC ENGINEERING DEPARTMENT OF TRANSPORTATION MONTGOMERY COUNTY, MARYLAND |
|------------|--|----------------------|--------|-------|---------------------------|--|
|            | R35 MUH  | REVISION             | DATE   | APP'O | EJC PRAMA BY              | FINISHED ALUMINUM SIGN HOLE PATTERN  |
|            | To committee of the com |                      |        |       | TEL                       | APPROVED  CHIEF, DIVISION OF TRAFFIC ENGINEERING   |
| ,          |  |                      |        | E43   | ٠, ۶                      | OF SHEETS  |



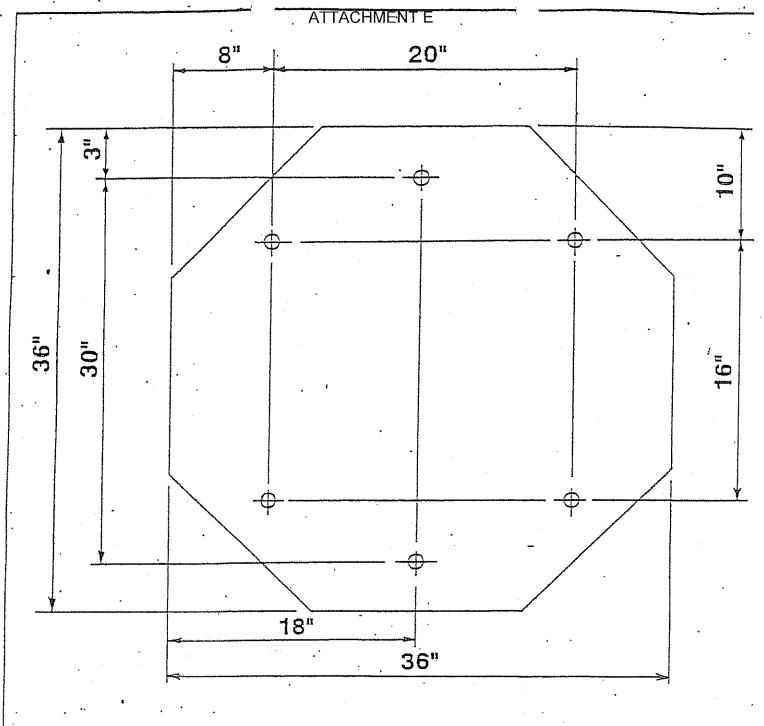
# 24" OCTAGON STOP SIGN (R1-1)

| •            |        |                   |      |       |                           |  |
|--------------|--------|-------------------|------|-------|---------------------------|--|
| CORNERS SHAI |        | OTES<br>E ROUNDED | 080. | GAUGE | DATE<br>8-2-79<br>DES. SY | DIVISION OF TRAFFIC ENGINEERING DEPARTMENT OF TRANSPORTATION MONTGOMERY COUNTY, MARYLAND |
|              | KJEHUK | REVISION          | DATE | APP'D | EJC                       | - FINISHED ALUMINUM SIGN<br>HOLE PATTERN   |
|              |        |                   |      |       | 3CALE                     | CHEF, DIVISION OFTRAFFIC ENGINEERING   |
|              |        |                   |      | E44,  |                           | OFFG. NOOFSHEETS   |

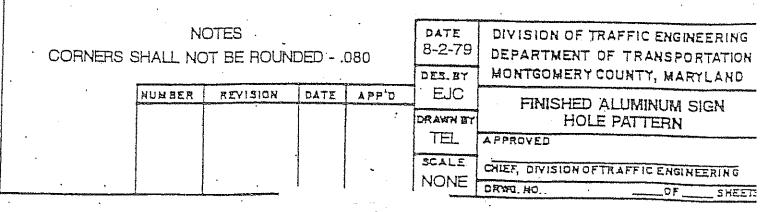


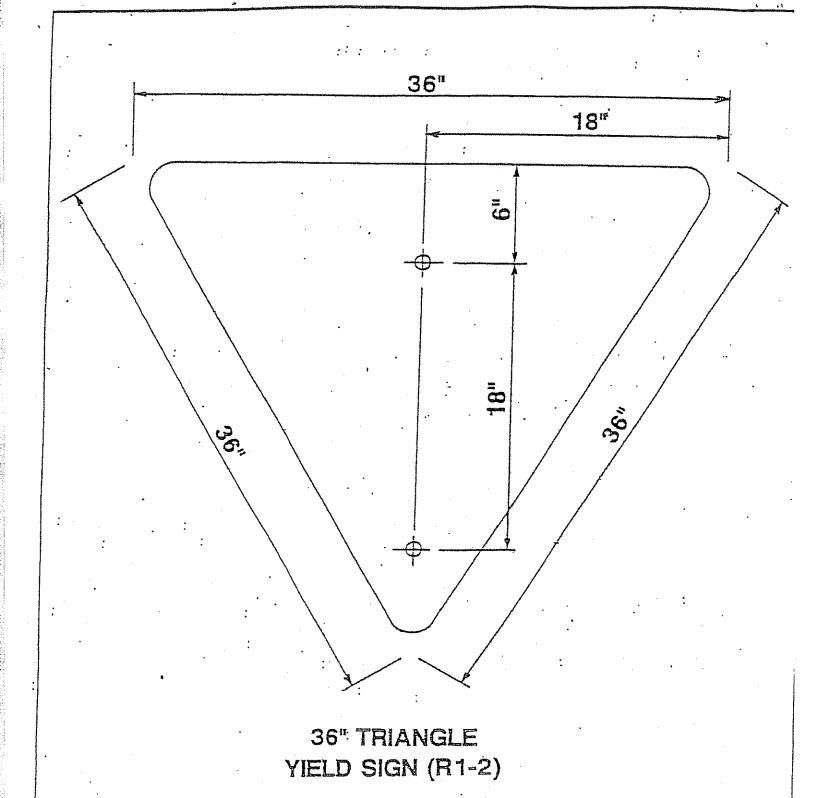
# 30" OCTAGON STOP SIGN (R-1)

| CORNERS S |        | OTES<br>T BE ROUNI | DED - 0 | 9 <b>.</b> 80 | DATE<br>8-2-79.        | DIVISION OF TRAFFIC ENGINEERING DEPARTMENT OF TRANSPORTATION MONTGOMERY COUNTY, MARYLAND |
|-----------|--------|--------------------|---------|---------------|------------------------|--|
|           | ниывея | REVISION<br>       | DATE    | APP'O         | EJC<br>DRAWH BY<br>TEL | FINISHED ALUMINUM SIGN<br>HOLE PATTERN   |
|           |        |                    |         | E45           | 273 14                 | CHIEF, DIVISION OF TRAFFIC ENGINEERING ORMS. NO. OF SHEETS                               |



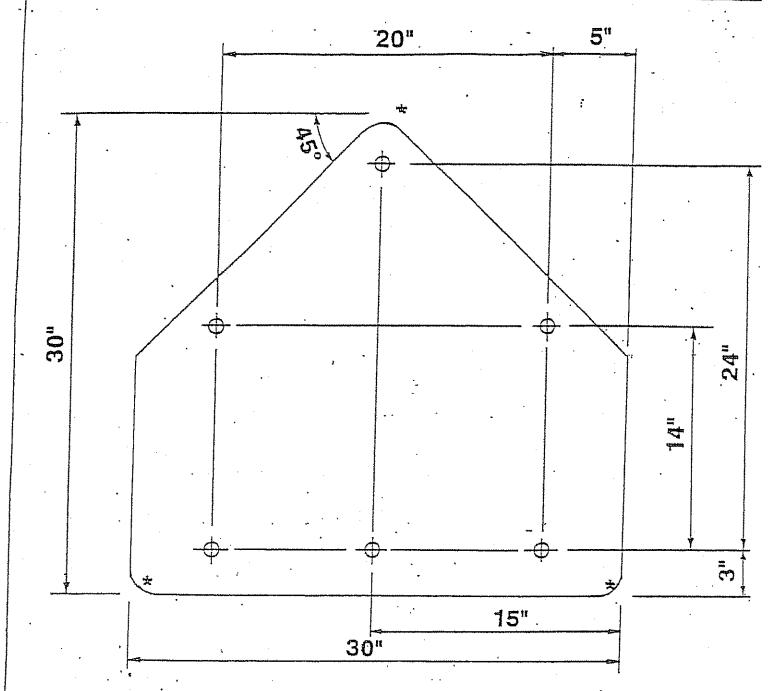
## 36" OCTAGON STOP SIGN (R-1)





|             |          |            |         |       | *************************************** | *                               |
|-------------|----------|------------|---------|-------|---|---------------------------------|
|             | · .      | IOTES      |         |       | DATE                                    | DIVISION OF TRAFFIC ENGINEERING |
| CORNERS TO  | •        |            | 090 6   | ALICE | 8-2-79                                  | DEPARTMENT OF TRANSPORTATION    |
| COMPLETO 10 | LIVAT 1- | //o MADN - | .000 G/ | HUGE  | 0 E3. BY                                | MONTGOMERY COUNTY, MARYLAND     |
|             | KUH-BER  | REVISION   | DATE    | O'SSA | EJC                                     | FINISHED ALUMINUM SIGN          |
| . •         | -        |            |         |       | PLPS ALIGN. TORA                        | I INDICED ALDMINUM SIGN         |

|   |        |          |      |       | 20000    | [ II . A - A - A - A - A - A - A - A - A - A |
|---|--------|----------|------|-------|----------|--|
|   | RBERUK | REVISION | DATE | APP'O | EJC      | FINISHED ALUMINUM SIGN                       |
| _ | -      | ·        |      |       | DRAWH EY |  |
|   |        |          |      |       | TEL      | APPROVED                                     |
|   |        |          |      | ·     | LE       | CHIEF, DIVISION OF TRAFFIC ENGINEERING       |
|   |        |          |      | E47   | =0"      | DREG. NO. OF SHEETS                          |

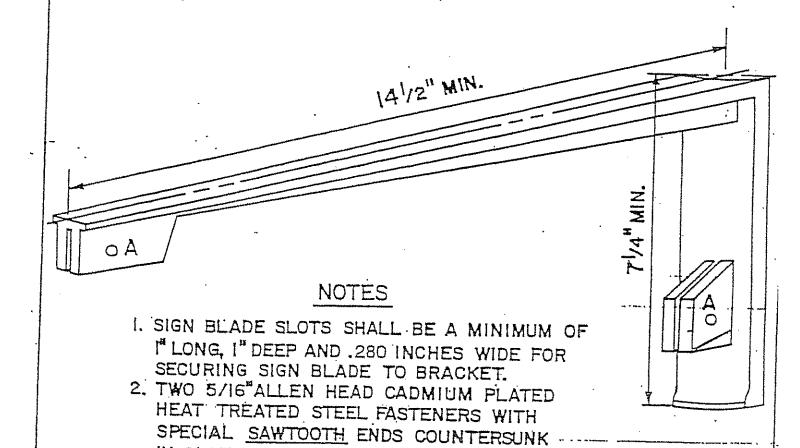


# 30"x30" PENTAGON

## SCHOOL ADVANCE (S1-1) SCHOOL CROSSING (S2-1)

| 20000 CH033114G (22-1) |             |                    |        |        |                          |  |  |  |
|------------------------|-------------|--------------------|--------|--------|--------------------------|--|--|--|
| CORNERS N<br>RADI080   | OTED BY = ( | OTES<br>ONLY SHALL | _ HAVE | 1-7/8" | DATE<br>8-2-79<br>DES.BY | DIVISION OF TRAFFIC ENGINEERING DEPARTMENT OF TRANSPORTATION MONTGOMERY COUNTY, MARYLAND |  |  |
|                        | HUMBER      | REVISION           | DATE   | APP'D  | ] EJC                    | FINISHED ALUMINUM SIGN   |  |  |
|                        | ,           | ٠. ,               |        |        | CRAWN EY                 |  |  |  |
| ٠.                     | ľ           |                    |        |        | TEL                      | APPROVED   |  |  |
|                        | 1 1 1       |                    |        |        | SCALE                    | CHIEF, DIVISION OFTRAFFIC ENGINEERING  |  |  |
| *                      |             | -                  |        | E40 :  | -S*                      | DREG. NOOFSHELTS   |  |  |
| •                      |             | •                  |        | E48    |                          |  |  |  |

### (TYPICAL VIEW)



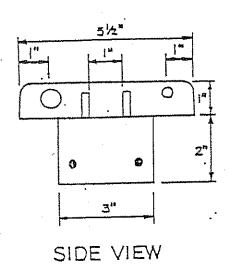
FURNISHED.

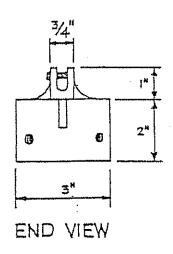
3. BOTH TABS (A) SHALL BE REINFORCED WITH GUSSETS ON BOTH SIDES.

IN SLOT PLATES AS SHOWN (A) SHALL BE

|        | NOTES     | ,    | 0ATE<br>8-9-79<br>DES. 8Y | DIVISION OF TRAFFIC ENGINEERING DEPARTMENT OF TRANSPORTATION MONTGOMERY COUNTY, MARYLAND |                                      |
|--------|-----------|------|---------------------------|--|--------------------------------------|
| NUMBER | REVISION  | DATE | APP'D                     | EJC  | SPECIFICATIONS                       |
|        |           |      |                           | TEL  | WING BRACKET FOR 9" STREET NAME SIGN |
| ,      | Chiconomy | •    | -                         | SCALE<br>I"= 2"  | DYG. NO OF SHEETS                    |

# EXTRUDED STREET NAME MOUNTING BRACKET (PIPE TO SIGN BRACKET)





TYPICAL SECTIONS

### NOTES

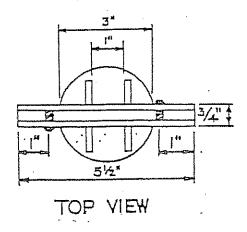
Shall be die cast of No. 380 Alloy with tensile strength of 49,000 PSI with resistance to corrosion.

The Brackets shall be smoothly finished free of holes, pits or flaws.

All brackets shall have 2 angled gussets, or ribs on each side for extra strength. All brackets shall be tapped and drilled for 4 each 5/16" zinc Dichromate plated

Allen type set screws having self-locking sawtooth ends.

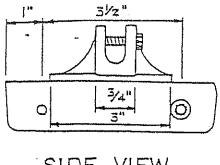
The necessary screws shall be supplied with each bracket.



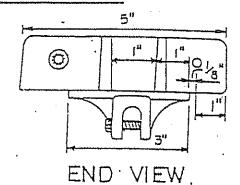
Montgomery County, Maryland Department of Transportation Division of Traffic Engineering

> May 1981 NO SCALE

### FOR EXTRUDED OR 90° CROSS BRACKET NAME



SIDE VIEW

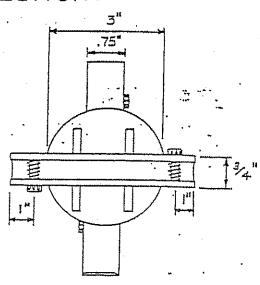


### TYPICAL SECTIONS

### NOTES

Shall be die cast of No. 380 Alloy with tensile strength of 49,000 PSI with resistance to corrosion. The Brackets shall be smoothly finished free of holes, pits or flaws.

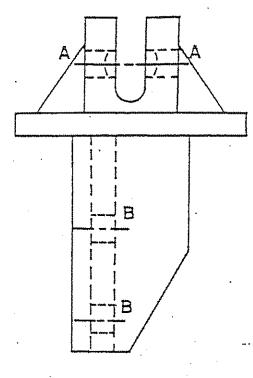
All brackets shall have 2 angled gussets, or ribs on each side for extra strength. All brackets shall be tapped and drilled for 4 each 5/10" zinc Dichromate plated Allen type set screws having self-locking sawtooth ends. The necessary screws shall be supplied with each bracket. Set screws shall be furnished.

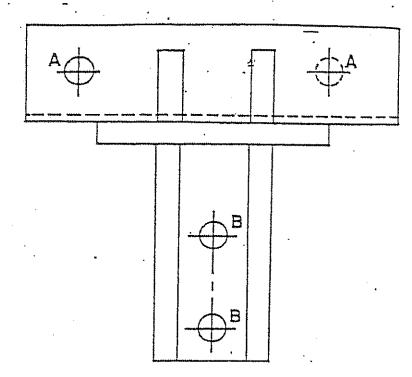


TOP VIEW

Montgomery County, Marylar Department of Transportatic Division of Traffic Engineering March 1981

### (TYPICAL SECTIONS)

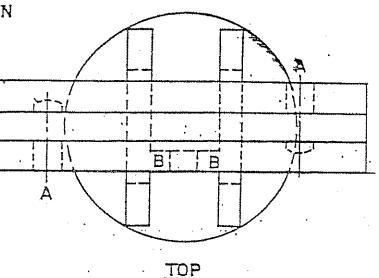




SIDE

FRONT

- I. TWO 5/16" THEFTPROOF ALLEN HEAD CADMIUM PLATED SAW-TOOTH SET SCREWS COUNT-ERSUNK IN SLOT PLATES (A).
- 2. TWO 5/16" DIAMETER HOLES,
  PUNCHED OR DRILLED IN
  SUPPORT PLATE AS SHOWN
  (B).
- 3. 5/16" DIAM X 3/4" LONG GRADE 5 ZINC PLATED BOLTS WITH HEX NUTS SHALL BE SUPPLIED.



|        | КОТЕ     | 3    |       | DATE            | DIVISION OF TRAFFIC ENGINEERING                             |
|--------|----------|------|-------|-----------------|---|
|        |          |      | • •   | 8-16-79         |   |
|        |          |      |       | DES. BY         | MONTGOMERY COUNTY, MARYLAND                                 |
| RJEHUH | REVISION | DATE | APP'D | EJC             | SPECIFICATIONS  |
|        |          |      |       | DRAWN BY        | U-CHANNEL POST CAP BRACKET<br>FOR EXTRUDED STREET NAME SIGN |
|        |          |      |       | SCALE<br>I"= I" | AFPROYED OF SHEET   |

#### ATTACHMENT F

### MANDATORY INSURANCE REQUIREMENTS

Prior to the execution of the contract by the County, the proposed awardee must obtain at their own cost and expense the following insurance with an insurance company/companies licensed to do business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/Contractor shall provide a copy of the insurance policies. The Contractor's insurance shall be primary.

### Commercial General Liability

A minimum limit of liability of *three hundred thousand dollars* (\$300,000), combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

Contractual Liability
Premises and Operations
Independent Contractors
Products and Completed Operations

### Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods and services provided under this contract.

#### Policy Cancellation

Thirty (30) days written notice of cancellation or material change of any of the policies is required.

#### Certificate Holder

Montgomery County, Maryland Department of General Services Office of Procurement 255 Rockville Pike, Suite 180 Rockville, Maryland 20850 Contract #1004963